

CASE #8-70-5512 5511

AUGUST 11, 1970

1:44 p.m.

RECEIVED

OCT 13 1972

PACIFIC MOTOR TRUCKING COMPANY, and
 LOCAL 70, Oakland, California;
 LOCAL 150, Sacramento, California;
 LOCAL 315, Martinez, California;
 LOCAL 490, Vallejo, California;
 LOCAL 980, Santa Rosa, California.

CHANGE OF OPERATIONS COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROBERT RAMPY, Chairman
 GLENN B. JONES
 HARRY KACHADOORIAN

NATHAN J. FULMER
 H. JOHNSON
 L. JONES

APPEARANCES:

R. D. BARNARDI, WILLIAM HILLEBRAND and ED WALLACE
 appeared on behalf of the Employer.

CHUCK MACK appeared on behalf of Local 70.

CECIL TOBIN appeared on behalf of Local 150.

VINCE ALOISE appeared on behalf of Local 315.

JERRY BEATTY appeared on behalf of Local 490.

JIM CAMPBELL appeared on behalf of Local 980.

CHAIRMAN RAMPY: Let's go on the record in Case #8-70-5512.
 Pacific Motor Trucking Company and Locals 70, Oakland,
 California; 150, Sacramento, California; 350, Martinez,
 California; 490, Vallejo, California; and 980, Santa Rosa,
 California.

The Union Panel will be Rampy, Jones and Kachadoorian,
 Glenn B. Jones.

1 MR. FULLMER: The Employer Panel will be Fullmer,
2 H. Johnson and L. Jones.

3 CHAIRMAN RAMPY: For the record, for the Company?

4 MR. BARNARDI: R. D. Barnardi, District Manager,
5 William Hillebrand, Assistant Terminal Manager, and Ed Wallace,
6 Chief Line Dispatcher, appearing for the Company.

7 CHAIRMAN RAMPY: For Local 70?

8 MR. MACK: Chuck Mack, Business Agent.

9 CHAIRMAN RAMPY: Local 150?

10 MR. TOBIN: Cecil Tobin.

11 CHAIRMAN RAMPY: For Local 315?

12 MR. ALOISE: Vince Aloise.

13 CHAIRMAN RAMPY: For Local 490?

14 MR. BEATTY: Jerry Beatty.

15 CHAIRMAN RAMPY: For Local 980?

16 MR. CAMPBELL: James Campbell.

17 CHAIRMAN RAMPY: Protest or no protest?

18 MR. MACK: We are protesting, Mr. Chairman. We would
19 like to introduce into evidence -- we are protesting actually
20 the hearing itself.

21 CHAIRMAN RAMPY: Well, we will get into the evidence
22 later.

23 MR. MACK: "Gentlemen, as you know, Local 70 does not
24 recognize the Master Freight Agreement, or any Supplement,
25 since none has been signed and this Local has not authorized
26 anyone to sign on its behalf" --

1 MR. FULLMER: Please.

2 MR. MACK: "We are proceeding with these grievances
3 so as to not prejudice the interest of the individuals
4 with the understanding stated in the first paragraph."

5 It is signed by the Secretary-Treasurer and the President
6 of the Local.

7 This morning in an appearance before the Joint Council 7
8 Panel, the Committee refused to hear cases or postponed the
9 various cases that involved Local 70 until the November
10 meeting, because we have Court actions appearing at this
11 time. We feel that if the cases were postponed in that panel,
12 then any cases dealing with Local 70 should be held over to
13 the November hearing, be they regular cases or contractual
14 matters or changes of operation.

15 CHAIRMAN RAMPY: Local 150?

16 MR. TOBIN: Yes?

17 CHAIRMAN RAMPY: Protest or no protest, Local 150?

18 MR. TOBIN: Protest.

19 CHAIRMAN RAMPY: Local 315?

20 MR. ALOISE: Protest.

21 CHAIRMAN RAMPY: Local 490?

22 MR. BEATTY: No protest. We agree with everything.

23 CHAIRMAN RAMPY: Local 980, Mr. Campbell?

24 MR. CAMPBELL: No protest.

25 CHAIRMAN RAMPY: Very well. Mr. Fullmer has some
26 questions he wants to ask on the record.

1 MR. FULLMER: Mr. Mack, are your members employed by
2 PMT presently working?

3 MR. MACK: Yes.

4 MR. FULLMER: Are they receiving the wage increases that
5 were put into effect as a result of the National Settlement?

6 MR. MACK: Yes. They are.

7 MR. FULLMER: That is all I have.

8 CHAIRMAN RAMPY: I think with the question raised by
9 Local 70, I will call for an Executive Session at this time.

10 (Executive session.)

11 CHAIRMAN RAMPY: Back on the record.

12 MR. FULLMER: Mr. Chairman, on a procedural protest
13 raised by Local 70, I move that since the case was on the
14 Agenda and the other Local Unions have appeared, and it is
15 an operational change involving the Company and several other
16 Unions, that we hear the case on its merits and overrule the
17 protest of Local 70.

18 MR. KACHADOORIAN: I second it.

19 (Motion carried.)

20 CHAIRMAN RAMPY: Bring the parties in and we will hear
21 the case on its merits.

22 (Whereupon, the parties returned to the hearing room.)

23 CHAIRMAN RAMPY: All right, gentlemen.

24 The Committee has taken into consideration the request
25 of Chuck Mack by Local 70.

26 The decision has been to go ahead and hear the case.

1 CHAIRMAN RAMPY: Let's go on the record in Case No.
2 8-70-5375, Western Gillette, Inc., and Local Unions 70, Oakland;
3 87, Bakersfield; 208, Los Angeles, California; 224, Los
4 Angeles, California; 287, San Jose, California; 357, Los
5 Angeles, California; 431, Fresno, California; 439, Stockton,
6 California; 467, San Bernardino, California; 468, Oakland,
7 California; 495, Los Angeles, California; 871, Pomona,
8 California and 982, Lancaster, California.

9 Let the record show that Local 495, 871, and 982 are
10 not represented.

11 The Union Panel is Rampy, Jones and Chaney, Glenn B. Jones.

12 MR. FULLMER: The Employer Panel is Fullmer, H. E.
13 Melton and Harold Johnson.

14 Will the parties state their names for the record?

15 For the Company?

16 MR. JONES: Larry Jones, Western Gillette.

17 CHAIRMAN RAMPY: Local 70?

18 MR. SARMENTO: Dick Sarmento.

19 CHAIRMAN RAMPY: Protest or no protest?

20 MR. SARMENTO: We do not protest but we would like to
21 have a clarification.

22 MR. TOM ANDRADE: Mr. Tom Andrade. Mr. Chairman, I was
23 asked to attend this meeting. My name is Tom Andrade.
24 I am representing Local 85, and Local 85 is not included in
25 this list. However, the Employer has just taken the position
26 to include Local 85, and I want to know whether we are

1 There are many Local Unions present. The Company is
2 here.

3 If Local 70 wants to make their protest, as a matter
4 of record here, they are free to do so.

5 MR. MACK: We are disagreeing with the Company and their
6 change. There are a number of things that we think need to
7 be considered.

8 CHAIRMAN RAMPY: Let us go ahead and hear the case from
9 the Company, what they want to do, and then we will go through
10 the local Unions and get your protest.

11 The Company may proceed.

12 MR. BARNARDI: The change in Benecia came about primarily
13 for one reason, and this one reason is why others became
14 involved.

15 We at PMT are located in Vallejo at the present time
16 in what you might call an undesirable area.

17 We have had our terminal broken into several times.
18 We have had freight stolen from our terminal, gasoline stolen
19 from our trucks, and it behooved us to attempt to alleviate
20 this situation, and in looking around, we came up with the
21 area of Benecia.

22 When it was determined that we would attempt to set up
23 a terminal at Benecia, we, of course, looked at our present
24 operations from several points.

25 What we could consolidate at Benecia to make the
26 operation from Benecia make additional monies for the Company

1 and to create additional jobs for people we had at Benecia.

2 We have come up with the following changes from traffic
3 flow studies that we conducted over a several week period.

4 We presently have from Oakland a run to Martinez, a run to
5 Concord, San Ramon, Dublin, another run to Concord, Antioch,
6 Walnut Creek, and in 315 we have a man based at Pittsburg.

7 From Sacramento we have men running to Fairfield, Vacaville,
8 Travis Air Force Base.

9 From Santa Rosa we have a man running from Napa, and
10 considering these changes we took into consideration the
11 mileage run from these present domiciled points to the area
12 they were serving, and taking into consideration the savings
13 in mileages and operating costs.

14 The proposed change for the Benecia Terminal would involve
15 moving seven men from Vallejo to Benecia, moving the Antioch,
16 Concord and Pittsburg to Benecia, which would involve two
17 tractor drivers, X Oakland, one bobtail driver, X Oakland,
18 moving the one Pittsburg man to Benecia.

19 Moving one driver from Santa Rosa to Benecia, who is
20 presently handling Napa. Two drivers from Sacramento
21 would serve the Fairfield-Vacaville-Travis Air Force Base
22 which is presently being handled out of Sacramento.

23 The Martinez and El Sobrante area, one driver, another
24 driver out of Oakland.

25 Walnut Creek and Lafayette, one more driver out of Oakland.
26 It makes a total of two, four, five drivers from Oakland moving

1 to Benecia, one Pittsburg driver and two Sacramento drivers
2 to sum it up.

3 Generally, the area to be served, and I will enlighten
4 the panel, is indicated on this map.

5 All we are doing is drawing this entire area, this area
6 right here, and the area north of Benecia, considering the
7 mileage and the savings that would be made through these
8 mileage and equipment savings. This area here would be split,
9 handled by Richmond, and this here would be handled by Benecia
10 down to that point. The same way down to this point.

11 This would be served out of Oakland. Lafayette would be
12 served out of Benecia with Benecia-based drivers.

13 That pretty well sums up the Company's position. I would
14 be happy to answer any questions that you have.

15 CHAIRMAN RAMPY: So that I have my figures correct, let's
16 see if I am right. Five men from Oakland?

17 MR. BARNARDI: That's correct.

18 CHAIRMAN RAMPY: Two men from Sacramento?

19 MR. BARNARDI: That's correct.

20 CHAIRMAN RAMPY: One man from Richmond or the Pittsburg
21 run?

22 MR. BARNARDI: That's correct.

23 CHAIRMAN RAMPY: Seven men from Vallejo?

24 MR. BARNARDI: That's correct.

25 CHAIRMAN RAMPY: One man from Santa Rosa?

26 MR. BARNARDI: From Santa Rosa, yes, sir.

1 CHAIRMAN RAMPY: A total of 16 men would move?

2 MR. BARNARDI: That's correct.

3 CHAIRMAN RAMPY: Is this a total amount of men that you
4 have in these areas?

5 MR. BARNARDI: No. We have more than this in these
6 areas because of the additional miles that they are running.
7 We have consolidated some of these routes because of the lesser
8 miles, estimating that additional work could be done by the
9 men, because of the closer operation from Benecia.

10 MR. BEATTY: With the exception of Vallejo, that is the
11 entire operation of Vallejo.

12 CHAIRMAN RAMPY: Any questions from the Panel members?

13 MR. KACHADOORIAN: You don't have an operation now
14 in Benecia, is that correct?

15 MR. BARNARDI: Yes. That's correct.

16 MR. KACHADOORIAN: How many men do you have in Oakland
17 now?

18 MR. HILLEBRAND: About 300.

19 MR. KACHADOORIAN: You are just going to move five over
20 there, then?

21 MR. BARNARDI: Yes.

22 CHAIRMAN RAMPY: Are there any other questions by any of
23 the other Panel members?

24 MR. FULLMER: Yes.

25 CHAIRMAN RAMPY: Yes, Mr. Fullmer. Proceed.

26 MR. FULLMER: Mr. Barnardi, will the effect of your

1 proposed change result in the displacement of any personnel,
2 the elimination, layoff, and if so, where?

3 MR. BARNARDI: We don't contemplate that this will result
4 in any layoff of any of my men. The change itself will not.

5 MR. FULLMER: That's all.

6 CHAIRMAN RAMPY: Are there any other questions by any
7 of the Panel members?

8 Hearing none, we will call the Local Unions.

9 Local 70?

10 MR. MACK: Yes, Mr. Chairman.

11 We are in disagreement with the Company and object to the
12 change and we think there are a number of things that need to
13 be considered.

14 First, the Company, as Dave stated, is proposing to move
15 five men from our area to the new Benecia Terminal.

16 We presently have eight bid runs into the change area.

17 Plus, there are a number of wild drivers that may enter
18 the change area on any given day.

19 At the present, the Pittsburg-Antioch Area is being
20 covered by Joe LaHoulier.

21 Concord is being covered by Mr. Borneman, and Gouveia.

22 Walnut Creek is handled by Mesa, and Menise.

23 Martinez is being covered by Bennett; and El Sobrante by
24 Sorentino, and there is a wild bobtail that also goes into

25 Walnut Creek. There are wild drivers that are being
26 dispatched into the area on any given day, so the drivers may

1 exceed, and usually do exceed the eight that generally go
2 into the area.

3 The Company's position that they have taken in the
4 proposed change is that they are offering fewer men than they
5 are presently utilizing in the area.

6 They have said that because there is going to be less
7 miles, that they have eliminated a factor, and are going to be
8 able to operate that way. It is not really completely true.
9 Because the men that are on these runs right now are on bid,
10 7:00 o'clock starts, which is earlier than our 8:00 o'clock
11 starting time.

12 The reason the Company is starting these people earlier
13 is so they can get to this area and start servicing shortly
14 after 8:00 o'clock. They, therefore, by making the move, would
15 be able to save that one hour, anyway.

16 They are going to save that one hour overtime because
17 the people up in the Benecia Area are going to be starting
18 at 8:00 o'clock.

19 They are still going to have the same number of people
20 that are going into the area.

21 We, at Oakland, presently have 35 people laid off and
22 there is no way if they take less than the 8, 9 people that
23 we have in the area, that we feel we can get away from having
24 more people laid off.

25 Now, if the Company even agreed to take nine people, we
26 are still going to be faced with the fact that many of the

1 jobs -- freight broken out across the job and freight
2 hostled out and formerly broken out in our area -- are going
3 to be lost in the Benecia Area.

4 We are going to be short changed and have less freight
5 than before.

6 We feel, in all fairness, that the Company should, at
7 least offer the opportunity to move to nine people. That
8 way we are going to ease the situation and eliminate some
9 of the problems that arise by the fact that we have 35 men
10 laid off.

11 One more point that we would like to raise. We have
12 discussed this outside, but I think we need to bring it up
13 for the record so that we can have an understanding on that.
14 That is that the Company will offer the opportunity to move
15 to whatever number this Panel feels should move on the basis
16 of seniority.

17 There was some talk in discussion about offering it to
18 the people who actually are running in that particular area
19 now, and, we feel, I do and I know some of the other locals
20 feel the same way, that if the move is going to be made, that
21 it be offered to be on a barn level to the seniority people,
22 full seniority list, to the senior people in the Oakland
23 Terminal. That way we will eliminate the problem of getting
24 people to make the move.

25 That is what our two objections are.

26 To recap, one, the jobs that do go should be offered to

1 the seniority list, and secondly, the Company has shortchanged
2 us by offering only five jobs to move and we have presently
3 eight bid jobs operating into the area.

4 CHAIRMAN RAMPY: Any question as to local 70?

5 MR. FULLMER: Yes.

6 Mr. Mack, as I understand it, then, you feel that a more
7 adequate approximation of the work presently performed by your
8 people in the affected area would be nine rather than the
9 five specific runs that the Company has outlined?

10 MR. MACK: Yes.

11 MR. FULLMER: You feel the new positions should be
12 offered on a strict seniority basis as opposed to specific
13 runs with specific people on them being afforded the
14 opportunity to transfer?

15 MR. MACK: That's correct.

16 CHAIRMAN RAMPY: Any other questions of Local 70?

17 Local 150.

18 MR. BARNARDI: May I answer part of Local 70's objections
19 at this time?

20 CHAIRMAN RAMPY: Yes.

21 MR. BARNARDI: I have no objections to moving these
22 people by seniority, by whatever number is determined by
23 the Panel to move. However, to answer the first part of Mr.
24 Mack's statement, it is true that we presently have two men,
25 Mr. Borneman and Mr. Gouveia, going to the Concord Area, and
26 I will just take one day that we checked out. Mr. Borneman

1 had eight hours straight time and three hours overtime and
2 Mr. Gouveia had eight hours straight time and one hour and
3 point five eight.

4 These two men on this one particular day handled
5 3861 pounds, and that is just the reason for this change.

6 If you want to take the next day, we have 4481 pounds,
7 and Mr. Borneman was off that day. Mr. Gouveia, eight hours
8 and one hour overtime, but this is just the reason for this
9 change.

10 In the two-week's study period, we had a total of 47,367
11 pounds into Concord that these two men handled.

12 In these two week periods, there was a total of 80 hours
13 straight time, and 31 hours and a half overtime put in by
14 Mr. Borneman, and Mr. Gouveia put in 80 hours straight time
15 and 11 and three quarter hours overtime to handle this
16 47,000 pounds, and the purpose of this consolidation is to
17 eliminate dead time, you might say, putting it in a nice
18 manner.

19 That is just the purpose of this consolidation and this
20 change, to eliminate this abuse of time that we found was
21 happening in these different areas, and that is how we
22 determined that five men could do the work of eight or nine
23 as Mr. Mack stated in this particular area, based on our
24 traffic study, our tonnage study, against the time these people
25 were presently putting in. That is one additional purpose
26 of this change. There is not the work there for the present

1 men that we have going into that area.

2 CHAIRMAN RAMPY: Then it is correct that you have eight
3 bid runs into that closed area?

4 MR. BARNARDI: That's correct.

5 CHAIRMAN RAMPY: And that you only want to offer five
6 to move?

7 MR. BARNARDI: We feel that the work that is presently
8 there from our traffic study shows that five men can take care
9 of the frequent runs we have presently to handle in that area
10 very easily.

11 CHAIRMAN RAMPY: The other three would remain in Oakland?

12 MR. BARNARDI: Yes. The same thing holds true for
13 Walnut Creek and these other areas. The tonnage is there.
14 All the tonnage is there, although we have manpower there
15 which is unnecessary for the areas.

16 CHAIRMAN RAMPY: Local 150?

17 MR. TOBIN: Davis and Winters, according to their change,
18 is to be handled by the Sacramento driver on Page 4.

19 This would be our area, in any case, so we would expect
20 to handle it, so they are not giving us anything back in this
21 change. It would be our work, regardless. It comes within
22 Local 150's jurisdiction.

23 Secondly, there are three individual local bids involved.

24 Sacramento-Fairfield-Travis Air Force Base, intermediate
25 points. All three of them are pretty much the same.

26 The third one would be Sacramento-Davis-Winters-Vacaville-

1 Travis Air Force Base, Dixon and intermediate points.

2 In fact, we do have three bids in those areas. They
3 all end up sometime during the day in the Vacaville-Travis
4 Area.

5 You have to go back three years to this September 20th,
6 1967, date wherein all of these runs were run off a shortline.
7 Through our Joint Counsel 39 Rider, at that time, it was
8 changed at the point to bring these men in from the shortline
9 peddle runs into the Local PUD runs, and so at that time the
10 men involved -- or the whole seniority from the line board
11 were allowed to move three men in on the local board, not
12 the same men that run these runs, but the three men on the
13 local seniority board.

14 So you put five men on our board.

15 Now, on each case -- Marysville, we just finished up
16 with. The Company used a double standard. We are here today
17 to hear this under a proper Change of Operation before this
18 Panel and yet, they didn't see fit to bring Marysville in.
19 I am arguing that point.

20 Our point today is here in the Sacramento-Fairfield Area,
21 Travis Area, we are asking for three men. Whether Local 70
22 elects to go with the contract or not, we do elect to go with
23 the contract.

24 It states very clearly that there will be employees,
25 not what employees, but three from our local seniority board.

26 CHAIRMAN RAMPY: Three rather than the two?

1 MR. TOBIN: Yes, because in the same instance, we
2 have overflow that would take care of the additional months.
3 We may work through the peak months now and our lower seniority
4 men would work.

5 CHAIRMAN RAMPY: Any questions by any of the Panel
6 Members?

7 MR. KACHADOORIAN: What you are saying is some of the
8 work that he is going to transfer to Benecia is coming out
9 of your area?

10 MR. TOBIN: Yes.

11 MR. KACHADOORIAN: He hasn't proposed to take any out of
12 there?

13 MR. TOBIN: He has proposed to take two men. We insist
14 on three on the seniority list.

15 Now, I am not talking about the three men that are on
16 the bid runs, but three from the seniority list.

17 CHAIRMAN RAMPY: Mr. Barnardi?

18 MR. BARNARDI: Yes.

19 Mr. Tobin, one of these three men are presently handling
20 Davis and Winters. You are mentioning there are three men
21 involved.

22 MR. TOBIN: You want me to read the bid again?

23 MR. BARNARDI: Isn't he one of them going to Davis and
24 Winters?

25 MR. ROBIN: Vacaville.

26 MR. BARNARDI: Vacaville, Davis and Winters.

1 We contemplate still having one man of the three going
2 to Davis and Winters, and any other duties that may be
3 assigned to him besides those two points, well, that man will
4 still have that work out of Sacramento.

5 It is true that individual is now going to Vacaville
6 when needed. The reason that we came up with just two men
7 is because of the mileage from Sacramento to Fairfield. The
8 mileage from Benecia is 18, from Sacramento 45 to Fairfield.
9 To Vacaville from Benecia it is 25, and from Sacramento it is
10 35.

11 To Travis Air Force Base, it is 24 from Benecia and
12 41 from Sacramento and it is contemplated that the two men
13 who are presently going to Travis and Fairfield will also
14 be able to handle the Vacaville tonnage because of the lesser
15 miles they are running and also because of the amount of tonnage
16 moving into Vacaville which amounts to approximately 8,000
17 pounds a day.

18 That means that those two people will have handled an
19 additional 4,000 pounds a day to pick up the excess.

20 If it is necessary, why on certain days when we have full
21 loads, which we occasionally have out of Sacramento, why more
22 men will be sent into that area, but this is the reason for
23 just the two men being moved.

24 Let me stress that Winters and Davis will still be handled
25 out of Sacramento with the one man that is presently going
26 there, although he will have other duties.

1 MR. TOBIN: You will have problems if you run another
2 local truck in there, irregardless. It is local jurisdiction
3 and we will file a grievance.

4 We are saying that you have seen fit to make this change
5 three years ago under the application of the same five men
6 we are talking about.

7 We are now in a position that we have to use five local
8 men. We have absorbed five line men with 20 years seniority
9 each, and we are going to end up with four men.

10 MR. BARNARDI: If we can stick with Benecia and these
11 points, Marysville is something else.

12 You are speaking of five men to these three points I have
13 outlined?

14 MR. TOBIN: The five men that came in in the '67 line
15 board.

16 MR. BARNARDI: Don't we presently have three bid men?

17 MR. TOBIN: That's right.

18 MR. BARNARDI: So we are actually talking about three men
19 into this area at the present time.

20 MR. TOBIN: Also, you have a right with respect to the
21 consolidation of bids that you can make into one on any given
22 day.

23 MR. BARNARDI: All I am saying, Mr. Chairman, is that we
24 have three men going into this area, and we contemplate moving
25 two into Benecia, and the other man will serve the Davis
26 and Winters area out of Sacramento, as is being done presently.

1 We are speaking of three men, not five.

2 MR. TOBIN: Just answer this. The fact that you can
3 bring a bunch of figures in here and show tonnage of what
4 they are moving up and down a given route, that you can
5 possibly get to the point that a great majority of our bids
6 might not be justified?

7 MR. BARNARDI: That's correct.

8 MR. TOBIN: If we are going to base it on figures alone,
9 they are not going to pay their way into a lot of figures.

10 MR. BARNARDI: Figures change from day to day, Mr. Tobin,
11 but this is the period of study I happened to take.

12 CHAIRMAN RAMPY: Local 315?

13 MR. ALOISE: The only things we are protesting is the
14 application of the men and how they moved. We think it should
15 be put up to the Master Seniority List in Local 315 rather
16 than the man that has the route bid.

17 CHAIRMAN RAMPY: Are there any questions of any of the
18 Panel members to Local 315?

19 Local 490?

20 MR. BEATTY: Just a couple of points.

21 Number one, as I stated earlier, we have no specific
22 objection to the change, although with the trend that seems
23 to be taken on positions of people, we want to be sure that
24 whoever is designated to come by the panel will bring enough
25 work for them so that they don't deprive our people of work.

26 One other point I would like to make, concerning the

1 bid routes. I don't know Local 150's contract as to what
2 it calls for in relation to bid, but the Joint Council 7,
3 Local Pickup and Delivery Agreement, that we are presently
4 working under, and these people would be working under, does
5 not provide for bidding of routes. That's all I have.

6 CHAIRMAN RAMPY: Any questions?

7 MR. FULLMER: How many presently are on the seniority
8 list at the old Vallejo Terminal?

9 MR. BEATTY: Seven.

10 MR. FULLMER: These will all be relocated?

11 MR. BARNARDI: Yes, at Benecia.

12 CHAIRMAN RAMPY: All seven of them?

13 MR. BEATTY: Well, if I might, Mr. Chairman, speaking as
14 Cecil Tobin did of the amount of years that is involved with
15 some of these people, and if I read and interpret the language
16 of the new negotiated agreement correctly, some of my people
17 with two and three years very possibly could be put very
18 quickly on layoff status.

19 MR. FULLMER: My next question is: Are any of those
20 presently on layoff?

21 MR. BARNARDI: On a daily basis, I would say.

22 MR. FULLMER: Not on a letter of layoff?

23 MR. BEATTY: No, on a daily basis as work is available
24 off and on.

25 CHAIRMAN RAMPY: Any further questions of Local 490?
26 Local 980?

1 MR. CAMPBELL: Jim Campbell appearing for Local 980.

2 Local 980 would like to take the same position that the
3 employees be chosen by seniority.

4 CHAIRMAN RAMPY: Are there any questions by the Panel
5 members of Local 980?

6 MR. KACHADOORIAN: Whose jurisdiction is Benecia?

7 MR. BEATTY: Local 490's.

8 CHAIRMAN RAMPY: The Company answered most of the questions
9 that 70, 150 and 315 had. Then let me go back through the
10 locals again and see if they have any further comment they
11 want to make. Let's not repeat ourselves.

12 Local 70?

13 MR. MACK: Just to make this statement. The Company
14 trotted out a number of figures and production totals.

15 This is from one particular period of time. I am not
16 sure exactly what time it is and what particular days were
17 brought out. However, we can bring out particular days, no
18 doubt, and show that some days are extremely heavy and these
19 guys might be doing the work. One man might be doing the work
20 of maybe five men.

21 So I don't think that figures are actually that definitive
22 and they show that much. The fact remains that we have 35 men
23 laid off now, and if we don't get the proper number of people
24 at least to transfer, we are just going to increase the number
25 of people that are laid off in Oakland.

26 CHAIRMAN RAMPY: Local 150, further comment?

1 MR. TOBIN: No, just the fact that we quote the contract.
2 It does say: "Employees." It does not say what employees
3 effected by the work would have a right to transfer, and that
4 would be taken from the seniority List, and we insist that
5 there should be three.

6 Everyday we have heavy-duty bid men that go into this
7 area, wild.

8 CHAIRMAN RAMPY: Local 315, any further comment?

9 MR. ALOISE: All that we want is the job to be open
10 to the full seniority board.

11 CHAIRMAN RAMPY: Anything else from Local 490?

12 MR. BEATTY: Nothing.

13 CHAIRMAN RAMPY: Local 980?

14 Do you have anything further?

15 MR. CAMPBELL: Nothing further, same position.

16 CHAIRMAN RAMPY: Does the Company wish to add anything?

17 MR. BARNARDI: No.

18 CHAIRMAN RAMPY: Are there any questions from any of the
19 Panel members?

20 If not, Executive session.

21 (Executive session.)

22 MR. FULLMER: Mr. Chairman, in Case #8-70-5512, I move that
23 the Change of Operations requested by the Company be approved
24 with the following provisios:

25 One, five jobs at Benecia be offered to Oakland employees.

26 Two, two jobs at Benecia be offered to the Sacramento

1 employees.

2 Three, one job at Benecia be offered to the Richmond
3 employees.

4 Four, one job at Benecia be offered to the Santa Rosa
5 employees.

6 Five, all of the above positions shall be offered on a
7 seniority basis at each respective domicile.

8 Six, the successful bidders shall be placed on the Benecia
9 seniority list on a dovetail basis with the Vallejo employees.

10 Seven, if additional, regular employees are needed at
11 Benecia within one year from the effective date of this change,
12 the Company shall offer employment up to a total of two
13 additional Oakland employees, and thereafter to one additional
14 Sacramento employee ahead of new hires; provided, that any
15 such employees accepting such employment shall be placed at
16 the bottom of the Benecia Seniority List for all purposes
17 except length of vacation.

18 Eight, this change shall be effective no sooner than
19 September 1, 1970.

20 CHAIRMAN RAMPY: Is there a second to the motion?

21 MR. JOHNSON: I second it.

22 (Motion carried.)

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SEP 2 - 1970

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CASE #8-0-CB 3577

AUGUST 18, 1970

2:08 P.M.

LOCAL 70, OAKLAND, CALIFORNIA, and
DELTA LINES, INC.

CALIFORNIA BAY AREA LABOR-MANAGEMENT COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

JOE DAVIS
JACK BLACK
ERNIE FREITAS

CECIL DAVIS
JIM MILLER
BILL McDOUGALD

APPEARANCES:

BILL BACIGALUPI appeared on behalf of the Employer.

DICK SARMENTO appeared on behalf of Local 70.

ALSO PRESENT:

SCOTTIE SALISBURY, Sergeant at Arms.

CHAIRMAN WINTERS: Let's go on the record in Case 8-0-CB
3577, Local 70 versus Delta Lines.

The Union is claiming a day's pay for each violation of the
top qualified two men on layoff July 14th, 15th and 17th, 1970.

The Union Panel will be Joe Davis, Jack Black and Ernie
Freitas.

MR. McDOUGALD: The Company Panel will be Cecil Davis,
Jim Miller and McDougald.

CHAIRMAN WINTERS: Representing the Company?

MR. BACIGALUPI: Bill Bacigalupi.

CHAIRMAN WINTERS: Representing the Union?

MR. SARMENTO: Dick Sarmento.

1 MR. McDOUGALD: Which contract is this case filed under?

2 MR. SARMENTO: Local pickup and delivery agreement.

3 CHAIRMAN WINTERS: Dick, is a line driver involved in this?

4 MR. SARMENTO: Yes.

5 MR. McDOUGALD: Was this referred by the Joint Council
6 Committee to this one?

7 MR. SARMENTO: Yes.

8 MR. McDOUGALD: I beg your pardon.

9 CHAIRMAN WINTERS: Well, if there is a line driver
10 involved, this committee hears it.

11 MR. McDOUGALD: Just a minute. Would you read the filing,
12 the top part of it in red, Cecil?

13 MR. CECIL DAVIS: Up at the top in red it says, "California
14 Bay Area Committee."

15 MR. McDOUGALD: Then this filing is direct with the CBAC
16 and has not been referred by the Joint Council 7.

17 It is a direct filing with CBAC, and I asked the question
18 of Local 70, is this being filed under the contract, the current
19 1970-73 contract which became effective on May 18th of 1970?

20 MR. SARMENTO: You are referring to line drivers?

21 MR. McDOUGALD: The over-the-road contract supplemental
22 to the National Master?

23 MR. SARMENTO: No.

24 MR. McDOUGALD: I ask for executive session.

25 CHAIRMAN WINTERS: Executive session.

26 (Executive session.)

1 MR. McDOUGALD: Mr. Chairman, I make the motion that this
2 case is improperly before this Committee.

3 MR. CECIL DAVIS: I second that motion.

4 CHAIRMAN WINTERS: All those in favor of the motion, say
5 Aye. Opposed, No.

6 Motion carried.

7 (Whereupon, the parties returned to the hearing room and
8 the motion was read by the Court Reporter.)

9 - - -

*Russ
Sarmiento
Freitas*

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SEP 2 - 1970

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CASE # 8-0-CB 3567

AUGUST 18, 1970

11:38 A.M.

LOCAL 70, OAKLAND, CALIFORNIA, and
WELLS CARGO

/ CALIFORNIA BAY AREA LABOR-MANAGEMENT COMMITTEE

UNION COMMITTEE:

JOE DAVIS
ERNIE FREITAS
JACK BLACK

EMPLOYER COMMITTEE:

CECIL DAVIS
JIM MILLER
BILL McDOUGALD

APPEARANCES:

RUSS HOUK appeared on behalf of the Employer.

DICK SARMENTO appeared on behalf of Local 70.

ALSO PRESENT:

SCOTTIE SALISBURY, Sergeant at Arms.

CHAIRMAN WINTERS: The next case is Case #8-0-CB 3567,
Local 70, Oakland, California, and Wells Cargo.

The Union is requesting all monies due for the senior
qualified driver who was denied work opportunity June 22nd,
1970.

The Union Panel will be the same, Freitas, Joe Davis,
and Black.

MR. McDOUGALD: The Employer Panel will be the same,
Jim Miller, Cecil Davis and Bill McDougald.

CHAIRMAN WINTERS: Who appears for the Company?

MR. HOUK: Russ Houk for the Employer.

CHAIRMAN WINTERS: For the Union?

1 MR. SARMENTO: Dick Sarmento.

2 CHAIRMAN WINTERS: You may proceed, Mr. Sarmento.

3 MR. SARMENTO: I am taking Lou Riga's place again on
4 this case.

5 The driver's name is Bud Martin.

6 I would like to read the following:

7 "Driver, Bud Martin, Local 533, Reno Line Driver,
8 left Reno at 1:00 a.m., June 22, 1970, and arrived
9 at the Oakland Terminal at 6:15 a.m., and dropped
10 a set and picked up Trailer 731 and 6121 with
11 Tractor 348 and went to Coyote, California, and
12 loaded and laid over at Coyote, and came back to
13 Oakland Terminal at 7:15 p.m. He left the Oakland
14 Terminal for Reno that same evening."

15 The Union again is claiming that Local 70 worked this and
16 has done this in the past, and again we feel that if the
17 Company had this contract to do work with Local 468, we
18 wouldn't be arguing.

19 We feel that Local 533 should be allowed to drop trailers
20 into the local area, and pick up trailers outside of the
21 county.

22 MR. McDOUGALD: What County is Coyote in?

23 MR. SARMENTO: Santa Clara.

24 MR. McDOUGALD: Is that Local 287's jurisdiction?

25 MR. SARMENTO: Yes.

26 CHAIRMAN WINTERS: Are there any questions by any of the

1 panel members of Local 70? If not, the Company may proceed.

2 MR. HOUK: We never ran a Local 70 man down to Coyote
3 or down to United Technology.

4 CHAIRMAN WINTERS: Do the parties agree that the first
5 deadlock will settle both of them?

6 MR. SARMENTO: I will agree to that.

7 MR. McDOUGALD: The issue is the same.

8 MR. SARMENTO: The only difference is --

9 MR. McDOUGALD: Well, the point is the same, can they
10 come via Oakland and pick up the boxes and go on.

11 CHAIRMAN WINTERS: Yes. It is the same thing.

12 MR. HOUK: Put it on the one or what?

13 MR. McDOUGALD: Well, we will let the record show that
14 the decision on Case #8-0-CB 3566 will also settle Case #3567.

15 CHAIRMAN WINTERS: In other words, if you lose one, you
16 lose both, and if you win one, you win both.

17 MR. HOUK: Okay.

18 MR. SARMENTO: Okay.

19 MR. McDOUGALD: Yes. That's right.

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SEP 2 - 1970

*Rigo
Sarmiento
Humes*

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CASE #8-0-CB 3566

August 18, 1970

11:17 a.m.

LOCAL 70, OAKLAND, California, and
WELLS CARGO

CALIFORNIA BAY AREA LABOR-MANAGEMENT COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

JOE DAVIS
ERNIE FREITAS
JACK BLACK

CECIL DAVIS
JIM MILLER
BILL McDOUGALD

APPEARANCES:

RUSS HOUK appeared on behalf of the Employer.

DICK SARMENTO appeared on behalf of Local 70.

ALSO PRESENT:

SCOTTIE SALISBURY, Sergeant at Arms.

CHAIRMAN WINTERS: This is Case #8-0-CB 3566, Local 70
versus Wells Cargo.

The Union is requesting five (5) hours at overtime rate
for Frank Panda as of May 22nd, 1970.

The Union panel will be Joe Davis, Ernie Freitas and
Jack Black.

MR. McDOUGALD: The Company Panel will be Cecil Davis,
Jim Miller and Bill McDougald.

CHAIRMAN WINTERS: Off the record.

(Discussion off the record.)

CHAIRMAN WINTERS: Back on the record.

The Union Panel will be Joe Davis, Ernie Freitas and

1 Jack Black as stated.

2 MR. McDOUGALD: The Company Panel will be as was stated
3 before off the record.

4 CHAIRMAN WINTERS: Who represents the Company?

5 MR. HOUK: Russ Houk.

6 CHAIRMAN WINTERS: Who represents the Union?

7 MR. SARMENTO: Dick Sarmento.

8 CHAIRMAN WINTERS: This is a money claim. Proceed, Dick.

9 MR. SARMENTO: I represent the case for Lou Riga, because
10 he is on vacation.

11 "The Company dispatched a Local 533 Reno line driver
12 with Van 634 from Oakland to Fort Ord, and then back
13 to Oakland. Driver had Tractor 528 and left Oakland
14 May 22nd, 1970, at 2:15 a.m. and returned approximately
15 five (5) hours later."

16 What the Union is claiming here is that all the work that
17 leaves the Oakland Terminal, even though it is outside the
18 jurisdiction of Local 70, is done by Local 70, because there
19 is no Local 468 involved that is hired locally here by Wells
20 Cargo.

21 So Local 70 usually does all the work that pertains to
22 the outside counties.

23 We feel that the Reno driver, when he comes in, hits the
24 domicile, which is Wells Cargo here in Oakland, and he is dead
25 until he gets back to Reno.

26 However, we usually use Local 70 people down to Monterey.

1 If Local 468 had a contract with Wells Cargo, we wouldn't
2 have put this claim in, because we feel the work would have
3 gone to them. However, we feel that is not true. We feel
4 the work belongs to us, and we feel the Local 70 man is
5 entitled to the work because the work is brought back to
6 Oakland.

7 MR. McDOUGALD: Under what basis does Local 70 claim
8 jurisdiction to Fort Ord?

9 MR. SARMENTO: In the past years, they have had the
10 contract, we have done all the work in Fort Ord, Monterey,
11 Marin County, pickups and brought back to Oakland Terminal.
12 All that work was done by Local 70 men.

13 MR. McDOUGALD: Which contract is that?

14 MR. SARMENTO: Local 70's contract.

15 MR. McDOUGALD: Local 70's PU&D Contract?

16 MR. SARMENTO: Yes.

17 MR. McDOUGALD: Does that include jurisdiction to Fort
18 Ord?

19 MR. SARMENTO: Yes.

20 MR. McDOUGALD: It does include --

21 MR. SARMENTO: It does include jurisdiction outside of
22 Alameda County, the contract does, with Wells Cargo.

23 MR. McDOUGALD: Under the Local PU&D contract?

24 MR. SARMENTO: Yes.

25 MR. McDOUGALD: How is the driver paid?

26 MR. SARMENTO: Local wages and local conditions.

1 MR. McDOUGALD: Thank you.

2 CHAIRMAN WINTERS: Dick, in the past, these Wells Cargoes
3 always came to the Oakland Terminal, right?

4 MR. SARMENTO: Yes.

5 CHAIRMAN WINTERS: And your Local men, regardless of
6 where the load went to, they deliver it?

7 MR. SARMENTO: Yes.

8 CHAIRMAN WINTERS: Who do the line drivers belong to?

9 MR. SARMENTO: Local 553 of the Reno Local.

10 CHAIRMAN WINTERS: Are there any other questions?

11 MR. McDOUGALD: Just one further, Dick.

12 Dick, did this Local 553 driver, the same driver that took
13 it to Fort Ord, did he come from Reno to the Oakland Terminal,
14 or did he come from Reno down to Fort Ord, direct? Do you know?

15 MR. SARMENTO: No, he came from Reno with Van 634 to the
16 Oakland Terminal.

17 MR. McDOUGALD: Is this the 634, the Van 634 that went
18 to Fort Ord, or was that some other number?

19 MR. SARMENTO: No, he went with Van 634 to the Oakland
20 Terminal to Fort Ord to pick up some freight and came back
21 some five hours later and returned to the Oakland Terminal
22 and dropped the trailer there.

23 MR. JOE DAVIS: He hit the terminal twice, right?

24 MR. SARMENTO: Yes.

25 CHAIRMAN WINTERS: Ernie?

26 MR. FREITAS: I would like to ask the question of the

1 Company, when it presents its case.

2 CHAIRMAN WINTERS: Are there any further questions?

3 If not, the Company may proceed.

4 MR. HOUK: Well, we have never sent a Local 70 man any
5 farther than San Jose, never.

6 Our Local 533 man has been doing this for years and years.

7 Now, this fellow came in from Reno, dropped a trailer
8 early in the morning, picked up another trailer we had loaded
9 here, because this freight comes in from Salt Lake, we break
10 it out here, picked up his trailer, went to Fort Ord, came
11 back that night to Oakland, picked up his set and went to Reno.

12 He did not go down and back in five hours. They do not
13 go to Reno to Oakland to Fort Ord and get back to Oakland
14 in five hours.

15 So he did not go down and ride back, because he couldn't
16 do it. He wouldn't have the hours.

17 We have never sent a Local 70 man any farther than
18 San Jose.

19 We send our Local 70 men to San Jose, and we don't go
20 any farther with our Local 70 men.

21 That is all I have to say that we have never done it.

22 MR. McDOUGALD: This man originated in Reno, came via
23 Oakland, dropped and picked and went to Fort Ord, laid there
24 eight hours and then he returned from Fort Ord via Oakland
25 to Reno. Is that correct?

26 MR. HOUK: Yes.

1 CHAIRMAN WINTERS: After he laid in Fort Ord he laid in,
2 and dropped the empty and picked and went to Reno?

3 MR. HOUK: Yes, which we have been doing for years.

4 MR. FREITAS: What is the bid procedure for Wells Cargo?
5 Is it open to Reno, turn and go back to Reno?

6 MR. HOUK: Well, we have a bid. We have two bids out of
7 here to Reno on a turn, and the other bids out of Reno to
8 Oakland. That is only so many. We only have seven bid runs.
9 The rest of them, they go anywhere. There are only seven bids
10 out of Reno.

11 MR. FREITAS: And the seven bids out of Reno do turn and
12 return to Reno?

13 MR. HOUK: They turn every night, but the rest of them
14 all lay over here, or where they go, down below or what.
15 It is not a bid run.

16 MR. FREITAS: The driver that is involved with this Van 634
17 that was dropped, is he a Reno-based driver or an Oakland-based
18 driver?

19 MR. HOUK: They are all Local 533, but he was Reno-based.

20 MR. BLACK: Was the Company part of the hill rider that
21 covers this transportation between Reno and the Bay Area?

22 MR. HOUK: No, not necessarily.

23 MR. CECIL DAVIS: Can we go off the record just a minute,
24 please?

25 CHAIRMAN WINTERS: Off the record.

26 (Discussion off the record.)

1 CHAIRMAN WINTERS: On the record.

2 MR. HOUX: We in Oakland do not have any jurisdiction
3 over the line drivers.

4 I do not have anything to do with the line drivers here.
5 They are all dispatched out of Reno. We don't dispatch out
6 of here, never have. We have never dispatched a line driver.
7 I have been here 10 years.

8 MR. BLACK: What is their hill rider? What does it say?

9 MR. McDOUGALD: I can answer that if you want me to go
10 off the record.

11 MR. JOE DAVIS: What is this off-the-record shit?

12 MR. McDOUGALD: Let's get on the record then. To answer
13 Mr. Black's question as to the hill rider that Wells Cargo
14 has, it permits them to turn from Reno to Oakland, back to
15 Reno. The original hill rider, as you fellows all know, had
16 a 10-hour guarantee with \$2.14 for two of the ten hours, and
17 eight hours to be at the current contractual rate. That is
18 the difference. It governs only the carrier with the drivers
19 who actually, physically turn from Reno back to Reno, via
20 Oakland.

21 The reason the hill rider does not apply to drivers for
22 Wells Cargo that originate in Reno and lay at some point in
23 California, they pay miles and hours.

24 MR. FREITAS: One more question.

25 This driver that picked up this Van 634, he went to Fort
26 Ord, he laid over --

1 MR. SARMENTO: That's what the Company said.

2 MR. FREITAS: That's right. He laid over in Fort Ord.
3 When he started up, after his rest in Fort Ord, he then
4 returned to Oakland, dropped and picked, and then went to Reno.
5 Is that correct?

6 MR. HOUK: Right.

7 MR. JOE DAVIS: The company made a statement they have
8 no control over the line drivers coming into Oakland. So that
9 means you have got control of all your local men. Is that
10 right?

11 MR. HOUK: That's right.

12 MR. JOE DAVIS: You said this man came in early in the
13 morning from Reno. Is that right?

14 MR. HOUK: Yes.

15 MR. JOE DAVIS: You knew this freight was going to come
16 in?

17 MR. HOUK: I knew a line driver was coming in, but when,
18 no.

19 MR. JOE DAVIS: You knew a line driver was going to come
20 in, and yet you say you have no control over your line drivers.
21 Is that correct?

22 MR. HOUK: They dispatch them out of Reno, went to Oakland,
23 picked up Van 634, and went to Ford Ord, laid over and came
24 back.

25 MR. JOE DAVIS: Why did the guy come from Fort Ord back
26 to the yard?

1 MR. HOUK: He wasn't going to come back to Reno empty.

2 CHAIRMAN WINTERS: What time did he come into the
3 Oakland terminal in the morning?

4 MR. HOUK: 6:00, 6:30 in the morning.

5 CHAIRMAN WINTERS: What time did he get back?

6 MR. HOUK: About 7:00, 7:30 that night.

7 MR. JOE DAVIS: Thirteen hours.

8 MR. HOUK: But we have never sent a line driver any
9 father than San Jose.

10 MR. JOE DAVIS: Your record will substantiate that. You
11 mean a Local 70 driver has never gone farther than San Jose?

12 MR. HOUK: They go down there all the time.

13 MR. JOE DAVIS: Go where all the time, San Jose?

14 MR. HOUK: Yes.

15 MR. JOE DAVIS: Oh, I thought you said they went down
16 to Fort Ord all the time.

17 MR. McDOUGALD: Will your Company records verify the fact
18 that he returned via Oakland on his return trip, what did you
19 say, 6:00 or 7:00 o'clock that evening?

20 MR. HOUK: Yes. His sign in and sign out sheets would show.

21 MR. McDOUGALD: The Union has made a statement that he
22 was back in Oakland within five hours.

23 MR. HOUK: He wasn't.

24 MR. McDOUGALD: Because he could not have gotten back in
25 five hours, and what good was it for him to come back to
26 Oakland and take his layover here? You can't do it.

1 You made the statement he laid in Fort Ord?

2 MR. HOUK: Yes.

3 CHAIRMAN WINTERS: How long do you think it takes to go
4 to Fort Ord from here?

5 MR. JOE DAVIS: Two and a half hours.

6 MR. FREITAS: Two hours at the most.

7 MR. JOE DAVIS: It is a hundred miles.

8 MR. McDOUGALD: So? It is freeway all the way.

9 MR. HOUK: I imagine about two hours.

10 CHAIRMAN WINTERS: Any more questions? Rebuttal?

11 MR. SARMENTO: The Company said the individual driver
12 came in at 6:00 o'clock in the morning and the record shows
13 that he left at 2:15 in the afternoon to Fort Ord and was
14 back five hours later, which we claim that he came back five
15 hours later.

16 MR. HOUK: I will get the sign in sheets.

17 MR. SARMENTO: Let me present my side first. We are not
18 denying that there was a layover, and the case he is talking
19 about, which is the next case, there was a layover at Coyote,
20 with a different driver with different claims.

21 We do have --

22 MR. McDOUGALD: That is the next case, though, Dick.

23 MR. SARMENTO: He said they only go as far as San Jose.
24 They go down to Coyote and Fort Ord. That is not a true
25 statement by the Company when he said, "We don't make these
26 long-distance runs by 70 people."

1 If this is the case where the Company is running all
2 these Reno drivers from Local 533, picking up freight locally
3 at the terminal, we feel that they should have arrangements
4 with Local 468 to take care of the line work out of the County.

5 MR./ HOUK: I still say we don't run Local 70 farther than
6 San Jose. I can prove that all the way back for ten years.

7 Now, if we are going to run San Jose, Fort Ord, I will
8 get 468 men, if that is what they want. However, we don't run
9 any farther than San Jose with Local 70 men. Local 70 has never
10 been to Fort Ord and Coyote. Coyote is not way over the
11 mountain but --

12 CHAIRMAN WINTERS: Well, that is in the next case. Let's
13 have an executive session.

14 (Executive session.)

15 MR. JOE DAVIS: I make a motion that the claim of the Union
16 be allowed.

17 MR. FREITAS: I second the motion.

18 CHAIRMAN WINTERS: All those in favor of the motion, say
19 Aye. Opposed, No. Motion deadlocked.

20 (Whereupon, the parties returned to the hearing room and
21 the motion was read by the Court Reporter.)

22 - - -

141

CASE #8-70-5375

AUGUST 12, 1970

3:29 P.M.

WESTERN GILLETTE, INC., and
LOCAL 70, OAKLAND, CALIFORNIA;
LOCAL 87, BAKERSFIELD, CALIFORNIA;
LOCAL 208, LOS ANGELES, CALIFORNIA;
LOCAL 224, LOS ANGELES, CALIFORNIA;
LOCAL 287, SAN JOSE, CALIFORNIA;
LOCAL 357, LOS ANGELES, CALIFORNIA;
LOCAL 431, FRESNO, CALIFORNIA;
LOCAL 439, STOCKTON, CALIFORNIA;
LOCAL 467, SAN BERNARDINO, CALIFORNIA;
LOCAL 468, OAKLAND, CALIFORNIA;
LOCAL 495, LOS ANGELES, CALIFORNIA;
LOCAL 871, POMONA, CALIFORNIA;
LOCAL 982, LANCASTER, CALIFORNIA.

CHANGE OF OPERATIONS COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROBERT RAMPY, Chairman
GLENN B. JONES
ROBERT CHANEY

NATHAN J. FULLMER
HAROLD JOHNSON
H. E. MELTON

APPEARANCES:

LARRY JONES appeared on behalf of the Employer.

DICK SARMENTO appeared on behalf of Local 70.

JOE MORRIL appeared on behalf of Local 87.

EDWARD SHAPIRO appeared on behalf of Local 208.

LEONARD ANDRADE appeared on behalf of Local 224.

PETER CANCELLA appeared on behalf of Local 287.

BARNEY VOLKOFF and THOMAS MORRIS appeared on behalf of
Local 357.

HARRY KACHADOORIAN appeared on behalf of Local 431.

BILL DIXON appeared on behalf of Local 439.

JACK WYATT appeared on behalf of Local 467.

ERNIE FREITAS and AL APELBAUM appeared on behalf
of Local 468.

1 included or whether we are not included at this time.

2 CHAIRMAN RAMPY: I will apologize to Local 85. I had
3 it marked on my yellow sheet to add Local 85 and Local 692,
4 and I will extend an apology at this time to Local 85.
5 So, Local 85 comes ahead of Local 87, so I call on Local 85
6 at this time.

7 State your name for the record?

8 MR. TOM ANDRADE: Tom Andrade.

9 CHAIRMAN RAMPY: Protest or no protest?

10 MR. TOM ANDRADE: No protest, for the simple reason that
11 Western Gillette, at this time, has no terminal in the City
12 of San Francisco.

13 The only question that I want to ask, and then I will
14 leave, and I think you clarified it on the previous case,
15 is that if there is going to be a matter of jurisdictional
16 dispute, if you want to grant Western Gillette the opportunity
17 as far as the Change of Operations is concerned, that if they
18 open a terminal in San Francisco, that we would like to get
19 a clarification that we would like to turnaround and accept
20 any bodies from any other local.

21 CHAIRMAN RAMPY: Local 87, protest or no protest?

22 MR. MORRIL: Just clarification on an agreed-upon talk.

23 MR. APELBAUM: Mr. Chairman --

24 CHAIRMAN RAMPY: Local 208, state your name.

25 MR. SHAPIRO: Edward Shapiro, Local 208, clarification.

26 MR. APELBAUM: On behalf of Local 287, this is --

1 CHAIRMAN RAMPY: Local 224, will you state your
2 appearance?

3 MR. LEONARD ANDRADE: Leonard Andrade appearing for
4 Local 224, clarification.

5 CHAIRMAN RAMPY: Local 287?

6 MR. CANCELLA: Pete Cancilla.

7 CHAIRMAN RAMPY: Local 357?

8 MR. VOLKOFF: Barney Volkoff and Tommy Morris,
9 clarification.

10 CHAIRMAN RAMPY: Local 431?

11 MR. KACHADOORIAN: Harry Kachadoorian, clarification.

12 CHAIRMAN RAMPY: Local 439?

13 MR. DIXON: Bill Dixon, clarification.

14 CHAIRMAN RAMPY: Local 467?

15 MR. WYATT: Jack Wyatt, clarification.

16 CHAIRMAN RAMPY: Local 468?

17 MR. FREITAS: Ernie Freitas and Al Apfelbaum, protest.

18 CHAIRMAN RAMPY: Local 495?

19 Let the record show no appearance.

20 Local 871?

21 Let the record show no appearance.

22 Local 982?

23 Let the record show no appearance.

24 Local 692? That is Long Beach, isn't it?

25 Let the record show no appearance.

26 The Company may proceed.

1 MR. JONES: Larry Jones representing Western Gillette.
2 May I ask this question, Mr. Chairman. This letter is
3 quite lengthy. Everyone has it, sir.

4 Should I read this into the record? It actually covers
5 the request, specifically.

6 MR. RAMPY: Is a copy of the letter in the file?

7 MR. JONES: In fact, I have one here. Maybe I should
8 just read it for the Committee's benefit. Yes, that's it
9 under date of June 5th.

10 CHAIRMAN RAMPY: Dated June 5th, 1970?

11 MR. JONES: Yes.

12 CHAIRMAN RAMPY: Read it, then.

13 MR. LARRY JONES: Very well.

14 "Jack Crotty

15 Union Co-Secretary

16 1616 W, 9th Street

17 Los Angeles, California, 90015

18 "Bill Reed

19 Employer Co-Secretary

20 3301 South Grand Avenue

21 Los Angeles, California 90007

22 Gentlemen:

23 "In 1968, Western Gillette, Inc., was granted
24 authority to manage and operate Desert Express.
25 As a result of the above, Western Gillette, Inc.,
26 filed for and was granted permission to close

1 all terminal facilities that were duplicated.

2 The following terminal operations were merged into
3 Western Gillette facilities existing in Los Angeles,
4 Oakland and Ridgecrest.

5 "The Terminals of Desert Express at Lancaster and
6 Bakersfield continue to operate as they had under
7 prior ownership.

8 "Western Gillette, Inc., at this time is still
9 operating and managing the authority of Desert
10 Express in combination with its own interstate
11 operation under temporary authority granted by
12 the I. C. C. in 1968.

13 "The Company proposes at this time and requests
14 permission to make the following changes in its
15 total operation within the State of California
16 to establish a separate and distinct intrastate
17 operation. This operation would consist of the
18 authority purchased from Desert Express in toto
19 being separated from the present Western Gillette,
20 Inc., operation and operated out of separate
21 terminal facilities in Los Angeles and Oakland,
22 and all other terminal facilities throughout
23 the State of California.

24 "Western Gillette, Inc., would operate a complete
25 and separate interstate operation, including a
26 separate over-the-road line haul operation.

1 Desert Express would operate its own over-the-
2 road line haul operation separate and apart.
3 Facility addresses in Los Angeles and Oakland
4 are not available at this writing as properties
5 have not been obtained. Data sheets have been
6 prepared showing the combined operation in each
7 city and also setting out the Desert Express
8 employees still on the payroll as a result of a
9 1968 merger.

10 "Also attached are seniority rosters involving
11 all the personnel affected.

12 "The only aspect of the Desert Express operation
13 to be performed at the present General Office
14 address will be the General Office functions.

15 All terminal operations will be operated in the
16 name of Desert Express, and the employees will be
17 employees of Desert Express. In certain instances,
18 there will be Western Gillette terminals that will
19 become part of the Desert Express Intrastate
20 operation.

21 "In accordance with the rules of procedure, we
22 would ask for a joint meeting of all local unions
23 involved at our General Office in Los Angeles,
24 at 10:00 a.m. on June 25, 1970, for the purpose of
25 exploring and discussing seniority separating the
26 combined operations of the two above-referenced

1 companies.

2 Due to the nature of this request, we would ask
3 that the respective co-secretaries consider this
4 our formal request for a Change of Operation, as
5 set out above and further to take the necessary
6 steps for filing to cause this case to be heard
7 before the next JWAC Change of Operations Committee
8 which is scheduled for August, 1970.

9 "Results of the June 25th meeting will be made
10 available to the Change of Operations Committee
11 at the time of the hearing. Should any of the
12 parties involved not be able to attend the Joint
13 Meeting, the Company will contact each individually
14 to fulfill the obligations the Company has in
15 accordance with the rules of procedure.

16 Any questions concerning the above should be
17 directed to the writer.

18 Very truly yours,

19 Western Gillette, Inc.

20 Larry Jones

21 Vice-President

22 Industrial Relations."

23 Actually we put this thing together and now we want
24 to separate it completely and operate it separately, and
25 that I think was brought out clearly here and probably I
26 could rest at this point and answer questions, if necessary.

1 CHAIRMAN RAMPY: Are there any questions from any
2 of the panel members of the Company?

3 MR. FULLMER: I have nothing at this point.

4 CHAIRMAN RAMPY: In looking at the list of the Local
5 Unions, I see that Local 468 is the first one that indicated
6 a protest.

7 I would like to hear from them first, Local 468.

8 MR. APELBAUM: On behalf of Local 468, we never did have
9 any drivers under our jurisdiction that worked for Desert
10 Express. However, the Company is coming in with another
11 change where they want to redomicile nine 468 men, and I am
12 saying that these two changes, this one and the other one,
13 are going to run concurrently in this respect.

14 I brought this up in the Los Angeles Office of the
15 Company when I was there. The Company made the statement that
16 they were going to run everything on a separate identity.

17 They said they were going to put five linemen on in
18 Los Angeles, which would be Local 224 men, and I asked the
19 Company what would happen if they run two men out of Los
20 Angeles tonight into Oakland. We talked about Oakland at
21 that time and "You made two and a half sets in Oakland to
22 go back to Los Angeles, how would you get the other half a
23 set back there."

24 The Company said that they would leave it lay.

25 Well, if they are going to reactivate a business to
26 try to pick up the California freight again, you don't leave

1 a half a set lay.

2 I, at that time, made the statement that as far as
3 Local 468 was concerned, if the Company would reconsider its
4 proposed change, that they got coming in after this one,
5 to leave our people domiciled in Oakland, it would be agreeable
6 with Local 468 that they could take that half a set and bring
7 it over to the yard in Western, and we would pull it, because
8 there is no doubt in the back of my mind that the Company,
9 in order to build up traffic, is not going to leave a half
10 a set of freight lay, if it is a half a set of LTL.

11 They would interline it. If they are going to interline
12 it, why not interline it with their mother Company, and leave
13 the men stay back in Oakland?

14 I was never given a direct answer down there and I would
15 like to have an answer to it here now.

16 Because I am saying that this change, and the other
17 change that the Company is proposing to come in with, are
18 going to be conflicting changes in this respect. Desert
19 Express has rights running out of the Bay Area to Bakersfield,
20 to Barstow, up into Smith's Valley. At the present time,
21 Local 468 is enjoying two bids that run out of Oakland
22 to Barstow with eastbound freight, and there would be nothing
23 stopping the Company from interlining, Western Gillette
24 interlining with Desert Express and pull that freight to
25 Barstow and send it beyond, and this is what I want to get
26 clarified.

1 I am asking a question, Mr. Chairman.

2 MR. LARRY JONES: I think I can answer it.

3 We did not have, prior to the purchase -- there was
4 no line operation in existence in the Bay Area. We don't
5 intend to establish one. The other change referred to here
6 has nothing to do with separating these two companies. We
7 have reached an understanding with Local 224 as to what we
8 would do with overflow freight over here with foreign drivers.

9 Generally, the flow of traffic is light south, so we
10 can take care of it without any problem, but if we did have a
11 problem of that nature, we could work out an arrangement
12 where we can handle it.

13 MR. APELBAUM: Well, Mr. Chairman, the Company has
14 worked out something with Local 224 in handling this.

15 I don't know whether Local 224 has given away the front
16 door or not.

17 Furthermore, I don't give a God damn. However, I am
18 saying this, that we never did have any people here historically.
19 They were all Local 224 men.

20 Now, if the Company is granted the other change and
21 they redomicile the nine men that we have got in Oakland,
22 and Local 224 is going to handle all of that traffic, is
23 the Company still going to run that freight out of Oakland
24 to Barstow through Desert Express or through Western Gillette?
25 This is what I wanted to get clear in my mind, because this
26 is why I made the statement that both of these changes are

1 conflicting, as far as I am concerned.

2 MR. LARRY JONES: The other change on the agenda here --

3 MR. MELTON: The next page.

4 MR. LARRY JONES: Yes. 8-70-5376 involves Western
5 Gillette's Interstate Line operation. It has nothing to do
6 with this change and the redomicile will operate from
7 Kingman into Fresno and it has nothing to do with Desert
8 Express.

9 MR. APELBAUM: I realize that too but what I am saying
10 here is this. There isn't a God-damned thing stopping
11 the Company from interlining to Western Gillette, and we
12 are going to lose the men and Local 224 is going to get all
13 the men and we are going to sit here without any men.

14 There are nine men that are going to be redomiciled
15 in this next change. If they are going to interline the
16 freight with Western Gillette and pull it to Barstow with
17 Local 224 people, this is what I want to know. I want a
18 direct answer now because we have got a problem up here.

19 MR. LARRY JONES: If this request is granted, we will
20 not have an operation from Oakland to Barstow.

21 MR. APELBAUM: I know that. I know that is just what
22 the Company wants to do, but I am in here protesting this
23 one, and I am going to protest the other one, too. I want
24 an answer. Is the Company going to interline that freight
25 in the event they have two and a half boxes in Oakland and
26 they have two 224 people with Desert Express in Oakland, how

1 are you going to move that half a box?

2 MR. LARRY JONES: We don't normally move a half a set
3 anywhere.

4 CHAIRMAN RAMPY: When you say, "The Company is going
5 to move it," which are you talking about?

6 MR. APELBAUM: I am talking about Desert Express right
7 now.

8 Again, let me repeat. I understand from the meeting
9 in Los Angeles, that the Company intends to put five people
10 on the board in Los Angeles for Desert Express, 224 people,
11 which historically 468 never had any drivers there. We are
12 admitting that.

13 Now, if they run two men out of Los Angeles tonight,
14 two Desert Express men out of Los Angeles into Oakland and
15 the next day they make two and a half sets of LTL freight
16 going back to Los Angeles, I want to know how in the hell
17 they are going to get that half a set down there? Are they
18 going to interline it? Are they going to pig it? What are
19 they going to do with it? You don't leave a half a set of
20 LTL laying when the Company is trying to build up business.

21 Here is a Company coming in here and they are claiming
22 they want to reactivate this Desert Express, because they
23 want to pick up the California traffic again, and the only
24 way you pick up any business is you have to give them some
25 service.

26 I want to know how they are going to move that half a

1 set?

2 MR. LARRY JONES: I think it would be a good idea
3 to wait until it happens and then we will decide how we would
4 do it.

5 MR. APELBAUM: Also, Mr. Chairman, in the event that
6 the other change now that we are talking about, the Western
7 Gillette change is granted to the Company, and they have three
8 Desert Express men in Oakland, and they make two sets in
9 Oakland going back the next night and they have an overcarry
10 in Western Gillette's yard in Oakland, are they going to
11 use that Desert Express driver to pull that traffic south?
12 This is where I am saying that these two changes, as far as
13 Local 468 is concerned, are running together.

14 I am not saying it is a subterfuge or anything else.
15 What I am saying is I want to know how they are going to
16 move that traffic because the Company is intending to redomicile
17 nine of my men.

18 MR. LARRY JONES: The letter of June 5th says that we
19 are going to run a separate and distinct road operation with
20 both companies.

21 CHAIRMAN RAMPY: Glenn?

22 MR. GLENN B. JONES: As I understand it, Larry, you
23 said it is going to be separate and distinct, the two
24 operations?

25 MR. LARRY JONES: Yes.

26 MR. GLENN B. JONES: So if Western Gillette is inter,

1 Desert Express is intra. You wouldn't pick up intrastate
2 on Western Gillette, right?

3 MR. LARRY JONES: That's correct.

4 MR. GLENN B. JONES: So if you picked up interstate
5 on Desert Express in the Bay Area, going to Arizona,
6 as an example, where would you turn it to, Western Gillette?

7 MR. LARRY JONES: It could be at Los Angeles or Blythe,
8 either one. More than likely it would be at Los Angeles.

9 MR. GLENN B. JONES: So if you picked up interstate
10 freight in the Bay Area or Oklahoma City, where would you
11 turn it to Western?

12 MR. LARRY JONES: Run it by me again, please?

13 MR. GLENN B. JONES: If you picked up interstate freight
14 or picked up freight in the Bay Area for Oklahoma City, where
15 would you turn it to Western Gillette? If Desert Express
16 picked it up.

17 MR. LARRY JONES: I think it would have to be Los Angeles.
18 The same answer would apply. They might want the division
19 over at Blythe, but Los Angeles or Blythe.

20 MR. APELBAUM: Mr. Chairman, again, maybe I can clear
21 Good Brother Glenn B. Jones up a little bit.

22 I didn't lose you, but I think you lost me.

23 I wasn't talking about Desert Express picking up any
24 interstate freight.

25 Now, I didn't mention the word "interstate" at any time.
26 What I am saying is this, Glenn. The Company runs three 224

1 men out of Los Angeles, on the Desert Express, and they
2 run them into Oakland. I am again using the word "Oakland"
3 because that is what was mentioned in Los Angeles, and in
4 this, and they make two sets in Oakland of intrastate freight
5 to go back to Los Angeles to the Desert Express Terminal,
6 because they are supposed to run them as separate entities.

7 They have got a 224 man laying there in Oakland. Are
8 they going to run that man back to Los Angeles empty, or
9 are they going to go to work and send him over to Western
10 Gillette's yard and pick a set up over in Western Gillette's
11 yard, pick a set of freight that is going to go to Oklahoma
12 City, or going to El Paso or New York or Chicago -- I don't
13 give a God damn where it is going -- and bring it to Los
14 Angeles and move nine of my men on this other change? This
15 is why I am saying that these two changes are conflicting,
16 as far as Local 468 is concerned.

17 MR. GLENN B. JONES: I thought that is what you said.
18 I didn't misunderstand.

19 MR. APELBAUM: I hope you didn't.

20 MR. FULLMER: Are you asking a question of whether Desert
21 Express line drivers are going to pull Western Gillette
22 interstate freight?

23 MR. APELBAUM: Mr. Co-Chairman, let me say something
24 here.

25 MR. FULLMER: Just answer my question.

26 MR. APELBAUM: I am saying this that the Company will

1 interline that freight. They are not going to leave no
2 God-damned Local 224 lay in Oakland on the clock as long as
3 they have freight laying over there in that Western Gillette
4 yard in Oakland.

5 Because there could be a possibility that maybe they
6 only use five schedules out of Los Angeles with Local 224
7 men at Western Gillette, and they only make two sets out
8 of Desert Express, and they have the third man there, are
9 they going to go over to Western Gillette and try to interline
10 that freight and move nine of my men on that change?

11 MR. MELTON: Let me ask you a question, Al.

12 I think the Company has said very explicitly and
13 concretely on the record that they are going to be independent
14 operations.

15 Now, if such a thing happens, as you suspect and are
16 fearful of, it would be a case for a grievance filed by
17 the Local Union 224, whose drivers have been abused.

18 MR. APELBAUM: I would like to answer "Friday Melton."

19 You heard the Company here, in all due respects to
20 Larry Jones. Now, you heard him make the statement that they
21 have already worked something out with Local 224.

22 I made the statement that I don't give a damn whether
23 the Company gave away the front door. We can't stop them from
24 interlining it, but what I am saying is that this change is
25 going to be conflicting with the other one coming up where I
26 am losing nine men. I want to make God-damned sure you

1 people understand it.

2 CHAIRMAN RAMPY: Anything else from Local 468?

3 Are there any questions of any of the panel members to
4 Local 468?

5 Local 70 asked for clarification.

6 MR. SARMENTO: Yes. I wasn't here when the temporary
7 merger was granted Western Gillette. I think in 1967 or
8 1968.

9 Under that decision, this Committee ruled at that
10 time there were certain stipulations pertaining to the
11 seniority of the Desert Express employees that were moving
12 to Western Gillette, and in case the Company didn't have
13 a permanent authority to run as one unit, if they have to
14 sever the operations, like they are doing now, that the
15 seniority of the individuals concerned with Desert Express,
16 in the transcript they are given certain seniority rights.
17 I want to hold my comments on this until the other local
18 unions speak so I get a little more clarification as to what
19 transpired at that meeting at that time.

20 So I would like the other locals to speak on it before
21 I could make my statement as far as the seniority pertaining to
22 the Western Gillette employees here in Oakland.

23 CHAIRMAN RAMPY: You just have a question on seniority
24 then?

25 MR. SARMENTO: Right.

26 CHAIRMAN RAMPY: Local 87?

1 MR. MORRIL: Well, I am talking for Foster.

2 He has no protest with the exception of the clarification
3 asking the question if the short lines to the Desert are to be
4 protected, as you agreed to, Larry.

5 MR. LARRY JONES: No change of any of the operations
6 out of Bakersfield.

7 MR. MORRIL: And the terminals are to be maintained
8 and the men, and they are to handle interstate and intrastate
9 freight within the jurisdiction of the local union?

10 MR. LARRY JONES: No change.

11 MR. MORRIL: No protest.

12 CHAIRMAN RAMPY: Local 208, clarification?

13 MR. SHAPIRO: I was notified of a meeting to be held at
14 Western Gillette which I attended, with other locals.

15 At that time the question arose pertaining to the
16 seniority.

17 On August 14th of 1968, Western Gillette came into this
18 committee asking for a Change of Operation.

19 At that time, Local 208 took the position that they were
20 not granted complete authority on Desert Express. They only
21 had temporary authority.

22 At that time Local 208 took the position -- or asked that
23 there be no dovetailing, that the Company of Western Gillette
24 and Desert Express maintain a separate seniority list until
25 permanent authority was granted.

26 In the decision that was rendered at that time, the

1 Committe ruled, and I quote from Case #8-8-3917. I will
2 not read the whole thing because it does not pertain to
3 what I am talking about, but I will go down to Line 22 and
4 read from there.

5 "In the event permanent authority is denied, then
6 the dovetailed lists shall be separated as they
7 were before the change and former Desert Express
8 employees shall have seniority with Western Gillette
9 only from the first day worked for Western Gillette."

10 Now, the Company is coming in here to ask them to
11 separate the Companies again.

12 I took a position at Los Angeles that I am worried about
13 the drivers at Desert Express. I asked the Company, Bill
14 Lacey, pertaining to a Master Seniority List which the
15 Company brought before this Committee as of June 9, 1970,
16 showing where the men had been dovetailed according to the
17 decision handed down in 1969, but now they want to separate
18 them.

19 For example, there is one man that has 21 years seniority,
20 and another man, James Knight, who has 11 years.

21 What happens to these men according to the decision
22 of 1968 if they are separated? What happens to their
23 seniority of 21 years and 11 years, and the other men, if
24 they are transferred back to Desert Express and separated
25 from Western Gillette, and all of a sudden there is no work
26 and some of the men are laid off? Where do they go and

1 what do they do? Local 208 is taking the position that
2 these men of Desert Express should remain on a master seniority
3 list and the men given the opportunity to go to Desert
4 Express by seniority from the top man on the master seniority
5 list to the bottom man.

6 Whoever accepts that job over at Desert Express, shall
7 go over there with his seniority. If there is any layoff
8 at Desert Express for lack of freight, he is eligible to
9 return back to Western Gillette and fit in on a master
10 seniority list. That is what we are asking.

11 CHAIRMAN RAMPY: Are there any questions of Local 208 by
12 the panel members?

13 Let's go off the record.

14 (Discussion off the record.)

15 CHAIRMAN RAMPY: Back on the record.

16 Mr. Shapiro.

17 MR. SHAPIRO: Mr. Chairman, I would like to ask Mr. Jones
18 from Western Gillette one question pertaining to Desert Express
19 and Desert Express only.

20 Does the question have any permanent authority today?

21 MR. LARRY JONES: No, and I was just going to answer
22 that.

23 CHAIRMAN RAMPY: Answer that.

24 MR. LARRY JONES: At this stage an order came down with
25 restrictions to the extent that the management of this
26 Company felt like they were going to have to take some other

1 action at that time because it said, in effect, that all
2 authority that was duplicated would be null and void, and
3 in effect; it was not resalable.

4 So actually, this took everything out of the purchase
5 agreement. So at this stage they met and discussed the
6 matter extensively and made the determination to go into
7 a separate intrastate operation and establish a total and
8 complete operation, because otherwise they hadn't brought
9 anything, because we paralleled practically all this authority.

10 MR. SHAPIRO: What the Company is saying is they denied
11 you permanent authority of Western Gillette. Is that correct?

12 MR. LARRY JONES: Well, it is not a denial, in effect.
13 The order that came down wasn't acceptable and we didn't
14 accept it. On that basis, of course, we will go back for
15 our permanent as a separate company.

16 MR. SHAPIRO: But you do still have the authority to
17 operate Desert Express?

18 MR. LARRY JONES: Yes.

19 MR. SHAPIRO: Well, on these men that I have named, just
20 a few, for example, with the amount of seniority that they
21 have, if they go back to Desert Express, where does this
22 seniority go?

23 MR. LARRY JONES: In my opinion, they would carry their
24 seniority.

25 MR. SHAPIRO: Of the 21 years and 11 years?

26 MR. LARRY JONES: Yes.

1 MR. SHAPIRO: They will not go back to Desert Express
2 now as a new hire because it is now being operated as a
3 separate entity from Western Gillette?

4 MR. LARRY JONES: In my opinion we are not talking
5 about new hires.

6 MR. SHAPIRO: What I want to know is, these men will
7 keep their seniority?

8 MR. LARRY JONES: Yes. I don't know how you will take
9 it away from them.

10 MR. FULLMER: I think the Company's position is subject
11 to a different determination by this committee, that would
12 be the Company's proposal.

13 MR. SHAPIRO: Let me say one more thing. The position
14 of Local 208 is still the same. I don't want to repeat myself,
15 but I want to refresh your memory.

16 Local 208 is asking that these men be retained on a
17 master seniority list as it is right now. If there is any
18 lack of work at Desert Express, they still retain their
19 seniority and fall in a slot on the master seniority list
20 to protect these men from Desert Express so they are not
21 bandied around.

22 CHAIRMAN RAMPY: We understand your position.

23 Local 224?

24 MR. LEONARD ANDRADE: Leonard Andrade for Local 224.

25 Is it true, Mr. Larry Jones, that you intend to handle
26 all California intrastate business with Desert Express?

1 MR. LARRY JONES: Yes.

2 MR. LEONARD ANDRADE: Now, historically, the Desert
3 Express drivers have handled Blythe, Ridgecrest, et cetera.
4 Is that not true?

5 MR. LARRY JONES: Yes.

6 MR. LEONARD ANDRADE: The Desert Express drivers have
7 never enjoyed that work, the Blythe-Ridgecrest-Bishop-
8 Lancaster, what have you? Due to the fact that this has
9 been Western's work, we would like all the Western Gillette
10 drivers, and we have approximately 109 of them to have the
11 right to go over to Desert Express by seniority and handle
12 the intrastate work.

13 To give you an example, I believe the Company proposed
14 connecting this thing off with about five or six line drivers.
15 Is that true, Larry?

16 MR. LARRY JONES: Yes.

17 MR. LEONARD ANDRADE: On a given night, let's say that
18 you have ten loads and you only have five or six Desert
19 drivers. We would like the Western Gillette drivers from
20 the extra board have the right to go over and pull those
21 extra loads rather than have Desert Express go out and hire
22 casuals off of the street where we could easily have
23 Western Gillette drivers not working.

24 That would be one request that we would like to make.

25 Also, the Company --

26 CHAIRMAN RAMPY: Let's try to get an answer to that from

1 Larry.

2 MR. LARRY JONES: I would like to see that happen.
3 I would like to see us kick the thing off and have that
4 much business, but that is questionable.

5 There is no question about where we are going to get the
6 men and power from. Actually, however, Desert's board
7 operated Ridgecrest. They didn't operate Bishop, but they
8 did run into Ridgecrest. They enjoyed part of this work,
9 but we have no objections to offering it to the total board
10 anyway.

11 Rather than to get into the area that you are in about
12 who is going to pull those loads, I think at that time we
13 can just pull so many positions, and at that time we can pull
14 the people we need to handle this business.

15 MR. LEONARD ANDRADE: From the Western Gillette Master
16 Board?

17 MR. LARRY JONES: Yes. But you have gotten into an
18 area that I wouldn't want to make a statement with respect to,
19 now. It is just strictly supposition that you are going to
20 have ten loads and five men and that type of thing.

21 MR. FULLMER: Leonard, I'm a little confused.

22 Are you saying that you want the right in the first
23 instance to allow all of the old Western Gillette drivers,
24 to have them be afforded the opportunity to bid on the Desert
25 Express jobs, or are you saying that after this has been done
26 and these four or five line positions of Desert Express, or

1 whatever it may be, are filled, then on a given night, if there
2 are extra Desert Express loads, that your Western Gillette
3 extra board could on an individual night pull that and still
4 retain Western Gillette seniority? I think what you are saying
5 is the second situation. Am I correct?

6 MR. ANDRADE: You are correct in both.

7 The Company from our meetings that we have had intend
8 to kick this thing off with, like I say, a half dozen drivers.

9 Let's say three months from now they need 15 drivers on
10 a regular basis. We would like the master board have the
11 right to go over there.

12 Now, also, on the second portion, I talked to the Company
13 officials and they have given me the answer that they would
14 have no objections to using Western Gillette extra board men
15 rather than going to the street and hire casuals on a given
16 night. They have an agreement to that.

17 I would like to make it a matter of record.

18 MR. LARRY JONES: Is that something you discussed with
19 Nello?

20 MR. ANDRADE: Yes.

21 MR. LARRY JONES: If Nello said that, he is the Vice-
22 President of Operations, and I agree to that.

23 CHAIRMAN RAMPY: Go ahead.

24 MR. ANDRADE: Mr. Apfelbaum broke my trend of thought.
25 That is about all I have for the present time.

26 Now, one other thing. On a given night, Larry, say,

1 for example, you have a load going to the Bay Area via
2 Lancaster.

3 Will the line drivers, the 224 drivers handle that
4 if, say, for example, you have a trailer for Lancaster and
5 the other trailer goes up to the Bay Area, will the 224 man
6 pull that?

7 MR. LARRY JONES: Yes. That would be the type of
8 operation we would want to have. You are talking about a split.
9 If you got a Lancaster pup or a Bay Area pup, yes, I would
10 think so.

11 CHAIRMAN RAMPY: Are there any questions of the panel
12 members of Local 224?

13 Is that all, Len?

14 MR. LEONARD ANDRADE: That's all.

15 CHAIRMAN RAMPY: Local 287?

16 MR. CANCELLA: Point of clarification. What effect
17 does this have on the San Jose Terminal, in general?

18 MR. LARRY JONES: Well, as far as the personnel in the
19 terminal facility and all, it wouldn't change anything.

20 You see, there are some areas that you get into, in your
21 particular area, to get in there, that will have to be a
22 lease arrangement on authority and physically there will be
23 no changes in the operation there, but there will be some
24 papers shuffled in getting in there on this operation.

25 MR. CANCELLA: At this point the Company doesn't intend
26 to phase out the San Jose operation. Is that correct?

1 MR. LARRY JONES: No way.

2 MR. CANCELLA: That's all.

3 CHAIRMAN RAMPY: Are there any questions of Local 287
4 by any of the panel members?

5 Local 357.

6 MR. VOLKOFF: Basically, we are of the same opinion as
7 Local 208, as presented by Ed Shapiro.

8 However, these are the points of clarification which I
9 am referring to the Company.

10 Basically, do you intend to pull out all the previous
11 Desert employees and put them into the Desert facilities?

12 MR. LARRY JONES: No. We would rather take the master
13 list, in fact, the combined list that I furnished you. We
14 would rather the people bid the vacancies off of this list.

15 MR. VOLKOFF: It is your intention that in doing that
16 you will maintain a master seniority list for both facilities
17 in the event of layoffs?

18 MR. LARRY JONES: I don't know whether I can answer that,
19 Barney, but I wouldn't have any objections to it, but we
20 would abide by the Committee's decision, if they see fit to
21 state that.

22 We don't have any objections to it.

23 MR. VOLKOFF: Your previous decision says: "In the event
24 you do not receive full authority, that you will reestablish
25 the facilities of Desert Express and put the people back there.

26 MR. LARRY JONES: Right.

1 MR. VOLKOFF: However, you are proposing now to only
2 permit the present seniority roster as listed to bid the
3 positions at Desert Express?

4 MR. LARRY JONES: Well, of course, you have a lot of
5 old seniority people in Desert, and when this thing goes up
6 for bid, I would think that some of those people would go
7 back there, and in other instances, some Western people will
8 exercise their seniority rights and go over there.

9 MR. VOLKOFF: In view of the previous decision as handed
10 down by the Change of Operations Committee, it does clarify
11 the question of reestablishment of Desert Express Facilities
12 in the event you do not receive full authority. Is that
13 right?

14 MR. LARRY JONES: In the event it is denied, is what
15 it says. We don't have any argument about that.

16 MR. VOLKOFF: So, in essence, you will pull out the
17 people and put them back into Desert Express, who were former
18 employees of Desert Express.

19 Then, counting on the fact that some of the people of
20 Desert Express who went into your facilities were put into
21 exempt positions, these people have the same right to go back
22 and exercise their seniority, is that correct?

23 MR. LARRY JONES: Actually, the people that were in that
24 area have since resigned. It was a family deal.

25 MR. VOLKOFF: They resigned as employees of Western
26 Gillette, but still do they have a right in this particular

1 instance?

2 MR. LARRY JONES: I don't think so.

3 MR. VOLKOFF: They resigned as exempt people?

4 MR. LARRY JONES: Right.

5 MR. VOLKOFF: But they didn't resign as members of the
6 Union, having a right or seniority rights under the previous
7 roster? That is a point that I would like to know.

8 MR. LARRY JONES: I can't recall the lady's name --

9 MR. VOLKOFF: Whitehouse?

10 MR. LARRY JONES: Yes. I was thinking of her and she
11 resigned and, in fact, all of the nonunion people did.

12 MR. FULLMER: Have these people, of which you are speaking,
13 Barney, continued to be carried on a seniority list, either
14 Desert Express or Western Express or --

15 MR. VOLKOFF: No, they went into an exempt capacity,
16 and I don't know exactly what deal was made between the
17 Company and the individual at that point, because of the
18 purchase --

19 MR. FULLMER: How long ago was it?

20 MR. VOLKOFF: Six months.

21 MR. LARRY JONES: Within a year, and actually that
22 person was handling the payroll and things of that nature
23 for Desert and some other administrative duties in the G. O.

24 We would like to have kept the employee. She was a good
25 employee.

26 MR. VOLKOFF: I know, but I don't know under what

1 circumstances she agreed to go into exempt capacity with
2 your Company, and if it is so, in order for her to retain
3 that job, she had to give up her seniority rights.

4 I really don't know exactly what happened. I am just
5 trying to be careful.

6 MR. LARRY JONES: I was the person that tried to talk
7 her out of quitting, and I was not successful. She went
8 ahead and resigned anyway. However, there was no commitment
9 or anything. There were no deals involved in it.

10 MR. VOLKOFF: I am only saying that if she retained her
11 seniority possibly the situation would have been different.
12 As a member under the bargaining unit, her position might
13 have been different.

14 Whatever deal was made that placed her in an exempt
15 capacity, might have tended for her to resign because of a
16 situation.

17 MR. LARRY JONES: It was apparent that she was in a
18 jungle in our general office and she didn't desire to be
19 there.

20 MR. VOLKOFF: I wanted the Committee to be aware of that
21 particular problem, which may or may not exist.

22 Secondly, I refer you to your list of Desert Express
23 employees, Union Seniority Rosters, in which you list Dock
24 Workers Local 357, and you have omitted the name of John
25 Augustine.

26 In checking John Augustine of the dock workers, I find

1 him now as a Western Gillette office employee.

2 CHAIRMAN RAMPY: Off the record.

3 (Discussion off the record.)

4 CHAIRMAN RAMPY: Back on the record.

5 Can you answer that, Larry?

6 MR. LARRY JONES: No. I don't know.

7 Apparently he has changed classifications. I don't
8 really know. These rosters were prepared specifically for
9 this purpose and as you will note, they are dated June 9th,
10 so apparently, at the time this was prepared, he had taken
11 a position in the office, but I don't know. That is all I
12 know.

13 CHAIRMAN RAMPY: What was that name again, Barney?

14 MR. VOLKOFF: John Augustine appears as the second name --

15 MR. MELTON: OS&D Clerk.

16 MR. VOLKOFF: Listed as an office employee with a date
17 of 1948. However, I have a roster of Desert Express which
18 shows him to be a dock man going back to 1948.

19 MR. MELTON: They put his seniority over to the office.
20 Let's go off the record.

21 CHAIRMAN RAMPY: Off the record.

22 (Discussion off the record.)

23 CHAIRMAN RAMPY: Back on the record.

24 MR. VOLKOFF: Then going to the Office Workers Local 357,
25 you have Bruce Driver and George Miles, which are on the
26 terminal seniority again. Then, over on your general office,

1 you have an office employee, which was a former employee
2 of Desert Express.

3 Now, it is your intention that all of the accounts,
4 receivable, payable, will be handled by your general office
5 of Western Gillette as it affects Desert Express?

6 MR. LARRY JONES: Yes. The general office function
7 will remain there in the office with the personnel that are
8 there.

9 MR. VOLKOFF: Now, the office employees who are on a
10 general office roster, you will not re-establish Desert Express
11 accounting procedure at all?

12 MR. LARRY JONES: No. That's correct. We will not.

13 MR. VOLKOFF: That will be maintained by your home
14 office, Western Gillette?

15 MR. LARRY JONES: Yes.

16 MR. VOLKOFF: That area, Mr. Chairman, I want to bring
17 out to the Committee's attention. It is a little complicated
18 there in that area and which may require a master seniority
19 for the office employees, inasmuch as it is possible that
20 the General Office may perform the duties of Desert Express
21 in the clerical division, including rating and billing.

22 It is conceivable, and I am not just sure how the billing
23 and accounting is going to be made in a division of revenue,
24 whether Western Gillette will do it or whether Desert Express,
25 which will require rating and billing and accounting,
26 and interlining.

1 So we firmly believe that competitively between the
2 north-south traffic that Desert Express has with Western
3 Gillette, they will compete for the business and it will be
4 a mumbo-jumbo and it should carry a Master Seniority Roster,
5 and the question of layoffs at either facility to go both
6 ways. That would be our request, with a clarification.

7 CHAIRMAN RAMPY: From the Committee?

8 MR. VOLKOFF: Yes.

9 CHAIRMAN RAMPY: Do any of the panel members have any
10 questions of Barney?

11 MR. FULLMER: I got one, perhaps, jointly to Mr. Volkoff
12 and Mr. Larry Jones.

13 Under your proposal, Larry, what office employees will
14 Desert Express have in Los Angeles?

15 MR. LARRY JONES: What will be required by a terminal
16 operation, the billing, rating and so forth, to establish a
17 terminal office?

18 MR. FULLMER: How many?

19 MR. LARRY JONES: I think four people, to start with.

20 CHAIRMAN RAMPY: Did you hear that?

21 MR. VOLKOFF: In acquiring the facilities of Desert
22 Express?

23 MR. LARRY JONES: In opening up in a general office.

24 MR. VOLKOFF: You get a rating clerk, file clerk, cashier,
25 interlining clerk and a payroll clerk, PBX operator.

26 MR. LARRY JONES: Let's take this out of the hat.

1 It is something like that approximately.

2 CHAIRMAN RAMPY: Four or five?

3 MR. LARRY JONES: Yes, approximately.

4 MR. FULLMER: Your point then, Barney, even though the
5 other functions that have been alluded to as general office
6 functions will be performed by Western Gillette employees,
7 in effect, doing work for Desert Express, your request is
8 that there be a master seniority approach with recipricol
9 rights as similar to what Local 208 proposes. Is that correct?

10 MR. VOLKOFF: That's right, Nate. One added problem I
11 want to bring out. Presently, one of the clerks is in the
12 general office with full seniority.

13 Now if they don't need her at Desert Express and she
14 is carrying out Western Gillette's phase of work, now, by
15 virtue of her seniority, just exactly where does she fit in
16 or will they pull her out of there and put her back in
17 Desert Express?

18 MR. FULLMER: I would like to answer another question
19 as long as you raise that.

20 Before you were talking about a similar thing with dock
21 functions.

22 I think you asked the question of the Company how they
23 proposed to select or recruit those employees who would go
24 with Desert Express.

25 It is my understanding that the Company's position at
26 that time was to offer the Desert Express jobs on a seniority

1 basis from the so-called combined or master list.

2 I believe at that point you then made reference to the
3 previous Change of Operations Committee or decision that
4 Mr. Shapiro cited to us, that suggested an unmerging of those
5 merged lists in the event the temporary authority -- or the
6 permanent authority was denied.

7 I believe you then went further as to suggest that that
8 was the route that the company should go in recruiting
9 employees for the Desert Express Division.

10 I don't think the Company ever answered that and I think
11 the transcript may show that as the affirmative position of
12 Local 357.

13 I would like to either confirm that at this point or
14 give you an opportunity to restate it, if I didn't understand
15 you correctly.

16 MR. VOLKOFF: Of course, Mr. Fullmer, there are many
17 things we may bring into this Committee, and we find that the
18 Committee in their wisdom gives the final judgment.

19 Now, I brought these particular issues out to the
20 Committee's attention of what they are confronted with.
21 It is our position, the same as Local 208's, to retain some
22 sort of a master seniority roster for work opportunities.
23 Then the Committee's attention is brought to the fact that
24 these people, who were brought in from Desert have gone into
25 various positions within the Western Gillette establishment,
26 which has a terminal and a home office.

1 Now, to pull these people out because of the previous
2 decision is what the panel has to consider.

3 MR. FULLMER: Your point then was to alert us to this
4 other decision which might suggest if it weren't squarely
5 answered that the approach would have to be to pull the former
6 Desert Express people out rather than offer by seniority to
7 the merged list, and we appreciate your pointing that out.

8 MR. VOLKOFF: Then, lastly, I would like to see the
9 Committee make a ruling in maintaining a master seniority
10 for work opportunities of the most senior people, because
11 Western Gillette and Desert Express are competing for the
12 business, parallel north and south freight, that is moving
13 in the intrastate portion of their operation, both Western
14 Gillette as well as Desert Express.

15 When they compete for this business, they necessarily
16 control the flow of freight as to whether Desert will move
17 it in this instance or as Western Gillette.

18 They will maintain that competitiveness and this is why
19 we are asking that a master seniority roster be maintained for
20 the people.

21 Do you understand?

22 MR. FULLMER: I think so.

23 CHAIRMAN RAMPY: Local 431?

24 MR. CHANEY: I have a question of Local 357.

25 CHAIRMAN RAMPY: Proceed.

26 MR. CHANEY: Maybe I can direct this to both the Company

1 and the Union.

2 Barney, have the Desert Express employees been
3 enjoying full seniority rights on bidding all the jobs in
4 the general office in their respective classifications?

5 MR. VOLKOFF: No. When Desert was put into the
6 Western Gillette operation, some people went to the General
7 Office. Some went to the Terminal.

8 The General Office carries a separate seniority roster
9 because of the General Office operation like the accounting
10 and everything else.

11 The terminal only has the terminal employees as it
12 affects that particular terminal.

13 However, in the area of transferring one from the other,
14 you have to go to the bottom of the Board, unless work is
15 being transferred from one facility to the other facility.
16 Unless work is being transferred from one facility to the
17 other facility, then those people follow the work.

18 MR. CHANEY: But those that did go into the general office
19 part of the operation, the Desert Express people, then have
20 they then enjoyed bidding for vacancies in that classification
21 with their full seniority?

22 MR. VOLKOFF: Yes.

23 CHAIRMAN RAMPY: Local 431?

24 MR. KACHADOORIAN: Right now we have nobody on Desert
25 Express's payroll.

26 Now, we have nine people on Western Gillette's payroll.

1 Whose payroll are these people going to be on? Am I correct
2 in saying there will be one terminal and one payroll? Is
3 that right?

4 MR. LARRY JONES: Yes.

5 MR. KACHADOORIAN: Whose payroll are they going to be
6 on?

7 MR. LARRY JONES: There is a comment in here about that.
8 I am sure that it says in here, and I can't seem to locate
9 it right this minute, that they will be employees of Desert
10 Express.

11 MR. KACHADOORIAN: In other words, what you are saying
12 is that all employees that presently now are Western Gillette
13 employees will now all be Desert Express employees, and there
14 will be no Western Employees?

15 MR. LARRY JONES: That is my understanding.

16 MR. KACHADOORIAN: All seniority taken with them?

17 MR. LARRY JONES: Yes.

18 MR. KACHADOORIAN: What happens if your request is
19 denied, if it is denied? What happens to these people which
20 will be on Desert Express's payroll? What would happen if
21 Desert Express just closed the doors and said, "We don't
22 exist any more. We just can't get the rights." Would these
23 people just go back on Western Gillette's payroll with all
24 seniority rights again?

25 MR. LARRY JONES: I would think so.

26 CHAIRMAN RAMPY: I think in furtherance of Harry's

1 questions, in page two of your letter it states:

2 "All terminal operations will be operated in the
3 name of Desert Express and the employees will be
4 employees of Desert Express."

5 MR. KACHADOORIAN: With all seniority rights, right?
6 Then there will be no Western Gillette employees at Fresno.

7 MR. LARRY JONES: That's correct.

8 CHAIRMAN RAMPY: Are there any questions of Local 431
9 by any of the panel members? If not, Local 439?

10 MR. DIXON: Bill Dixon, Local 439. I would like to
11 ask the Company how this will involve the Stockton Terminal.
12 There is nothing in either of this literature. I would like
13 to know how it will involve the Stockton Terminal?

14 MR. LARRY JONES: As it stands now, they will become
15 Desert employees. Physically there will be no change in
16 Stockton. You should enjoy some growth because of the fact
17 that we haven't solicited intrastate traffic for some years.
18 So it should build up the terminal.

19 MR. DIXON: That would have no effect on the drivers
20 there at the present time and the office people?

21 MR. LARRY JONES: No.

22 MR. KACHADOORIAN: I have got one more questions.

23 CHAIRMAN RAMPY: Local 431?

24 MR. KACHADOORIAN: You are saying that Desert Express
25 will pick up all of Western's intrastate and Desert's
26 interstate under Desert's employees?

1 MR. LARRY JONES: Yes.

2 CHAIRMAN RAMPY: Local 467?

3 MR. WYATT: Yes. I have two questions. What about
4 the Barstow operation? I have one member currently working
5 in the Barstow-Victorville area. He has no domicile point.
6 What are you going to do with this fellow?

7 MR. LARRY JONES: I thought he lived in Barstow.

8 MR. WYATT: He doesn't. He lives in Crestline, California,
9 and you now have him meeting a Wasty driver in either the
10 San Bernardino Area or the Victorville Area, and taking
11 the freight from the Wasty driver. I am just curious as to
12 what you intend to do with this operation. You no longer
13 have a terminal in Barstow.

14 MR. LARRY JONES: I don't know of any change in his
15 status at all. In fact, there was no mention of any change
16 in the handling of the traffic in that area. How he gets
17 his freight down, I am not familiar with it, but I don't
18 know of any changes.

19 MR. WYATT: Well, do you intend to continue the present
20 operation under Desert Express, in the upper Desert, Barstow-
21 Victorville-Apple Valley Area?

22 MR. LARRY JONES: Definitely, yes.

23 MR. WYATT: Now, the Blythe operation, I see no mention
24 of it in here.

25 Is it the Company's intention to include the Blythe
26 operation in this change?

1 MR. LARRY JONES: Yes. I think it refers to all
2 California terminals in this letter.

3 MR. WYATT: Will that Blythe operation continue to
4 operate under Desert Express as it is operating currently
5 under Western?

6 MR. LARRY JONES: Yes.

7 MR. WYATT: You will maintain an office staff under
8 Desert Express?

9 MR. LARRY JONES: That's correct.

10 MR. WYATT: I have nothing further.

11 CHAIRMAN RAMPY: Are there any questions from any of
12 the panel members of Local 467? Let's go to Local 70.

13 They said they wanted to wait to hear from the other
14 locals.

15 MR. SARMENTO: I have three or four questions that I
16 want to ask. I want to ask the Company, first. On the June
17 24th meeting in Los Angeles with the Company, we asked you
18 at that time in what area, in what County in the Bay Area
19 would you have the terminal built?

20 Do you have any idea in what County you are going to
21 put the terminal in?

22 MR. LARRY JONES: No. That was the purpose of bringing
23 Local 85 in here.

24 In fact, it is strongly indicated that we own property
25 in San Francisco, and it has been closed for years, and at
26 this point they are strongly considering opening up in San

1 Francisco, and the Desert property would be located in
2 San Francisco. I can't give you the location.

3 MR. SARMENTO: You have no idea when? If the Committee
4 grants you the rights to change, do you have any idea when
5 you will open the terminal?

6 MR. LARRY JONES: I assume the Committee will give us
7 a "not before" date, but I will say 90 to 120 days.

8 CHAIRMAN RAMPY: You haven't come up with a suggested
9 date yet?

10 MR. LARRY JONES: I would ask by October 1.

11 MR. SARMENTO: The Company gave us the impression that
12 they were going to open a terminal in Alameda County. For
13 that reason we didn't object. For this reason that the
14 Company is considering opening the company in San Francisco,
15 I want it on the record, even though it is moving outside
16 Alameda County, that the Desert Express employees and the
17 Western Gillette employees in Oakland should have the right
18 to move to the terminal, and I take the same position that
19 Local 208 takes, that a master seniority list should be
20 kept by the Company, so my people will not be laid off in
21 case one Company or the other will take the flow of freight
22 from here to Los Angeles.

23 I thought the Company was sincere when they said they
24 were going to open a terminal in Alameda County, and that is
25 why we didn't object.

26 Number two, I have to refer this to the Committee because

1 the Committe made the decision, and I think it is Mr. Fullmer,
2 and I want to stress a little bit more the point the Local
3 from the Office Workers brought up.

4 In the decision you made in 1968 when the Companies were
5 severed, the individuals did not go back to the Companies.
6 They say they need only five employees here at Local 208 to
7 go back to Desert Express, and there are two or three of
8 them left. Under this decision, the seniority will start
9 from the date they transferred to Western Gillette.

10 I would like the Committee to consider that if these
11 individuals don't move, that they still carry the full
12 seniority from the day they were hired, the hiring date of
13 Desert Express.

14 I think the Committee will have to take that into
15 consideration.

16 CHAIRMAN RAMPY: We have got it.

17 MR. FULLMER: I take it, your first position is urging
18 a merged list as did Local 208 and Local 357, and as a secondary
19 position, that in the event the merged seniority lists are
20 unmerged, so to speak, as suggested by the decision in the
21 previous case, that if there are insufficient jobs at the
22 new Desert Express operation to absorb all of the former
23 Desert Express people, that consideration be given to giving
24 those former Desert Express people who aren't absorbed in
25 the new Desert Express operation a right to convert their
26 seniority to Western Gillette's seniority greater than what

1 the previous change indicated?

2 MR. SARMENTO: Yes.

3 MR. FULLMER: Okay.

4 MR. SARMENTO: That is all I have.

5 CHAIRMAN RAMPY: Are there any questions by the panel
6 members of Local 70?

7 Local 468, do you have anything else?

8 MR. FREITAS: Ernie Freitas, for Local 468. I would
9 like to ask the Company, that due to the fact that they are
10 coming up with another change, and they are requesting that
11 two line drivers be moved to Fresno, and hearing the statement
12 that was made here, that this terminal will now be called
13 "Desert Express" in this following change, the line drivers
14 that moved from Oakland to Fresno, what company will they
15 be working for, Desert Express or Western Gillette?

16 CHAIRMAN RAMPY: Can you answer that, Larry?

17 MR. LARRY JONES: The question, as posed here, they will
18 be Western Gillette line drivers, domiciled at Fresno.

19 MR. FREITAS: But yet you say the terminal will be
20 called Desert Express?

21 MR. LARRY JONES: That has nothing to do with these
22 two line drivers. We have drivers based where we don't have
23 any terminals.

24 MR. MELTON: Larry, are these two drivers that are
25 going to be proposed to be domiciled at Fresno, will they be
26 pulling interstate freight in connection with your relay east?

1 MR. LARRY JONES: Yes.

2 MR. FREITAS: This still leaves me in the dark. I have
3 one other request of the Committee.

4 Although in the '68 change, we did not have any people
5 working/ for Desert Express, but at this time due to the
6 change that is coming up again with Western Gillette, I would
7 like the Committee to consider and give the opportunity to
8 two line drivers in Oakland. Being that Western Gillette is
9 moving out all line drivers in toto, I would like at this
10 time to make the request that our Oakland line drivers also
11 have the opportunity in this change to move to Los Angeles
12 and possibly run line from Los Angeles to Oakland or
13 San Francisco, wherever there terminal is opened up, with
14 their full, dovetailed seniority rights.

15 MR. APELBAUM: Mr. Chairman, I asked the Company a
16 question previously how they are going to move that odd box,
17 and the Company said they are going to leave it lay.

18 I also asked the Company how they were going to move
19 the extra freight on and above the schedules that were in
20 there and they said they would consider leaving it lay.
21 I never got an answer, but Local 224 gave me the answer.

22 Local 224 asked this Committee here to give them the
23 right to let the Western Gillette extra board pull any extra
24 schedules out of Los Angeles for Desert Express on and above
25 the five men that they are going to put in there on the bids.

26 Now, in this next change that is coming up, where the

1 Company wants to redomicile the nine people that we have
2 in Oakland, and I want the Committee to bear this in mind,
3 Oakland is the head haul for the interstate freight. They
4 pick up the freight in the Bay Area that goes east. We are
5 the head haul. We are not in the middle. I want the
6 Committee to take that into consideration and look a little
7 bit ahead here on this next change that we have coming. As
8 the President of my local has stated here, we would like to
9 have the opportunity for these men being moved in a dovetail.
10 I am going to go a little bit further. I am going to say
11 that I think the Company ought to, at least, leave two men
12 in Oakland and move them over then to the Desert Express
13 operation and we would be willing to let the Local 468 men
14 pull the freight on and above that freight that Desert Express
15 has got out of Western Gillette's yard, because there is going
16 to be a little conflict here.

17 Friday Melton asked the question about the two men that
18 are going to be moved to Fresno, "Where are they going to run
19 to." Friday said, "Are they going to pull interstate freight,"
20 and the Company said, "Yes."

21 Mr. Chairman, in the next change, and you will hear it,
22 and these two men that the Company are going to put in Fresno,
23 are either going to run LA-Kingman or to the Bay Area. That
24 is in the middle. That is not the head haul.

25 I am asking the Committee at this time to take a good
26 hard look at this, because in the next change, Local 468 has

1 a possibility of its losing nine men and I would like the
2 Committee to take that into consideration.

3 I thank you very much for your patience, although you
4 don't have much.

5 MR. FREITAS: The nine men means the full, total line
6 operation.

7 MR. FULLMER: You are suggesting in percentage terms
8 it is considerably more shocking than just total numbers?

9 MR. APELBAUM: Don't give us that, barrister.

10 CHAIRMAN RAMPY: Does the Company have anything to add?

11 MR. LARRY JONES: No.

12 CHAIRMAN RAMPY: Do any of the local unions have anything
13 further?

14 MR. WYATT: I have one question.

15 Since Blythe was not formerly under the Desert juris-
16 diction, is it your position that those employees of Western
17 at Blythe will go over to Desert with full Western seniority?

18 MR. LARRY JONES: Yes.

19 MR. WYATT: That is all I have.

20 CHAIRMAN RAMPY: Leonard?

21 LEONARD ANDRADE: I don't mean to drag this out, but this
22 Case 8-8-3917, Mr. Fullmer read the decision. In this
23 decision, like I said, I don't mean to drag it out, but in
24 this decision I would like to point out --

25 MR. FULLMER: The Court Reporter read it. I probably
26 made it.

1 MR. LEONARD ANDRADE: It states as follows:

2 "In 8-8-3917, I move that the Operational Change
3 be approved as filed and clarified on the record.
4 Under the provisions of Article 5, Section 7 of
5 the National Master Freight Agreement, it is the
6 determination of this Committee that seniority be
7 dovetailed as proposed, provided that with regard
8 to Local 224, this dovetailed seniority will be
9 exercised only as to vacancies, openings, and
10 extra board until the next annual bid. In the
11 event permanent authority is denied, then the
12 dovetailed lists shall be separated as they were
13 before the change and former Desert Express
14 employees shall have seniority with Western Gillette
15 only from the first day worked for Western Gillette."

16 Now, in the event that the Company is denied the
17 permanent authority and the Company sees fit to send these
18 men back to Western Gillette, we still request that any
19 opening at Desert be afforded to the master list of
20 line drivers to go --

21 MR. FULLMER: Your position now is the same as the
22 other locals, that you would first favor offering Desert
23 Express openings to the master list?

24 MR. LEONARD ANDRADE: Yes.

25 CHAIRMAN RAMPY: Okay.

26 Pete?

1 MR. CANCELLA: Is San Jose's terminal going to continue
2 to operate as Western Gillette?

3 MR. LARRY JONES: I didn't get that.

4 MR. CANCELLA: Is the San Jose terminal going to continue
5 to operate as Western Gillette?

6 MR. LARRY JONES: No. I think the letter states clearly
7 that the terminals in California will become a part of Desert.

8 CHAIRMAN RAMPY: Are there any further statements from
9 any of the parties?

10 Executive session.

11 (Executive session.)

12 MR. FULLMER: Mr. Chairman, in Case No. 8-70-5375, I
13 move that the Company's proposal to establish a separate
14 intrastate operation to be known as Desert Express be approved
15 as clarified by the Company on the record.

16 The Master Seniority Lists as prepared and submitted by
17 the Company showing the dovetailed seniority resulting from
18 the merger in 1968 shall be utilized as the basis for bidding
19 the positions on the Desert Express operations in each area
20 (one time only).

21 Additional jobs, if any, available within one year of
22 the original effective date shall be bid from said lists in
23 the same manner.

24 For a period of one year after said original effective
25 date, the employees who bid the Desert Express positions shall
26 retain seniority rights with Western Gillette but may utilize

1 such rights only in the event they are issued letters of
2 layoff from Desert Express.

3 After said one-year period they shall no longer have
4 the right to return to Western Gillette but Western Gillette
5 shall be required to offer laid-off Desert Express people
6 employment ahead of new hires, one offer per employee being
7 sufficient.

8 Regardless of the actual location of the Desert Express
9 Terminal to be located in the Bay Area, the Oakland employees
10 shall be offered employment ahead of new hires.

11 This change shall not be placed in effect sooner than
12 September 15th, 1970.

13 The decision in JWAC Change of Operations Case #8-8-3917
14 is hereby expressly modified to the extent that it refers to
15 complete separation of seniority lists if permanent authority
16 is denied.

17 MR. CHANEY: I second it.

18 (Motion carried.)

19 - - -
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26

COPY (ROY NUNES, TEAMSTERS LOCAL NO. 70)

BEFORE THE JOINT WESTERN AREA COMMITTEE

WESTERN STATES AREA MASTER FREIGHT AGREEMENT

P R O C E E D I N G S

of the

SPECIAL JOINT COUNCIL #7 COMMITTEE

Del Webb TowneHouse
San Francisco, California
August 11 1970

E. D. CONKLIN
Certified Shorthand Reporter

110 SUTTER STREET
SAN FRANCISCO 4
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I N D E X

1		
2	AUGUST 11 1970	PAGE
3	CASE NO. 5-70-5312, Local 85, San Francisco,	
4	California, and Airport Drayage	1
5	CASE NO. 8-70-5504, Local 85, San Francisco,	
6	California, and S.F.O. Express	8
7	CASE NO. 8-70-5505	
8	CASE NO. 8-70-5506, Local 85, San Francisco,	
9	California, and Western Carloading	12
10	CASE NO. 5-70-5314, Local 85, San Francisco,	
11	California, and Signal Terminals	25
12	CASE NO. 8-70-5510, Local 315, Martinez, California, and	
13	Van Ward Services	41
14	CASE NO. 8-70-5503, Local 85, San Francisco, California,	
15	and Pacific Motor Trucking	63
16	CASE NO. 8-70-5509, Local 315, Martinez, California	
17	and Pacific Motor Trucking	73

- - -

I N D E XCASE NO.Page

8-70-5502 Pacific Motor Trucking

2

Art. 8,
Sec. 3(b) Ringsby Truck Lines

3

- - -

1 CASE NO. 5-70-5312 AUGUST 11 1970 10:30 A.M.

2 LOCAL 85, San Francisco, California, and

3 AIRPORT DRAYAGE

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL

EMPLOYER PANEL:

6 GEORGE KING
7 FRED HOFFMAN

GORDON KIRBY
CHARLES LAWLOR

8 SERGEANT-AT-ARMS: Roy Nunes

9 APPEARANCES:

10 JOHN BARULICH appeared on behalf of the Employer.

11 TOM ANDRADE appeared on behalf of the Union.

12 - - -

13 CHAIRMAN WILLIAMS: I would like to say for the record this
14 is a Joint Council 7 Committee set up to handle the cases in-
15 volving these Local Unions affiliated with the Joint Council 7
16 Supplement.

17 Case No. 5-70-5312 involving Local 85, San Francisco, and
18 Airport Drayage, is the first case we will hear this morning.

19 MR. ANDRADE: John Barulich, Jr., which was a member of ours,
20 then he decided to go to school or whatever it was, and he was
21 no longer a member of ours. He came on back and the Company
22 feels that due to the fact that he is an owner that he shouldn't
23 turn around and do 85's work, such as loading trucks, making
24 deliveries and such like that.

25 We in the past have allowed an employer—one employer—to
26 turn around and exercise this privilege, providing all our people

1 are working.

2 This particular day involved happens to be a weekend day,
3 which could have been a Saturday or a Sunday. The Company
4 brought in five or six of our people and turned around and used
5 Barulich, Jr., to also work that Saturday or Sunday.

6 We are saying that our people were available. It wasn't a
7 matter of having ran out of anybody on the list. There was
8 people would have worked on that particular Saturday or Sunday.

9 So we are claiming this is wrong, that the man shouldn't
10 have worked, that if they needed ten people they should have
11 brought in ten of our people because they were available. If
12 they wanted ten and could only get nine, then they could get
13 their help wherever they please.

14 I think the Agreement covers that very specifically.

15 This is the position of the Union.

16 MR. BARULICH: As far as we are concerned our past practices
17 with the Union allowed us to have two people in our barn that
18 were other than 85 members, that can touch freight, move freight,
19 move trucks, do anything in the line of 85's work.

20 It just happens that the people that were allowed to do this
21 work, one of which was my boy while he was going to school, to
22 law school, worked as a dispatcher. My son is out of school,
23 come back to the Company.

24 Whereas Tom mentioned he worked during school vacations and
25 did have an 85 book at one time, he comes back to the Company as
26 part owner of the Company, as the Treasurer of the Corporation,

1 and in the dispatching office at this time, and as work is given
2 to our Company on a special basis—we are a three-shift operation,
3 seven days a week—we have trouble getting people. We have these
4 special assignments come up and we call fifteen or twenty drivers
5 or more and can't contact any one of them. We just have a tough
6 time getting people to come in on a moment's notice. But we are
7 on call for this type of work.

8 So I maintain that whether we are on call for this type of
9 work or not, my son, as an owner, is entitled to drive those
10 trucks any time he pleases, to touch the freight and move it any
11 time he pleases.

12 Tom maintains this can be done only if all of the men are
13 working.

14 Well, the situation that creates, all of the men working
15 at one time is based on how many men are out sick, how many on
16 vacation, how many men are out of hours, we can't get anybody
17 out of the hall. This is a rare case.

18 We are asking for one man to be allowed this privilege, if
19 it is a privilege, to drive his own truck and handle freight.

20 The fact that we did have this setup with the Union that
21 allowed us to have two people working in our barn that were not
22 85 members that could handle freight and move trucks, it is a
23 very simple thing as far as I see. I think we should have the
24 right to drive our own equipment, handle our own freight.

25 CHAIRMAN WILLIAMS: Let me ask you one question.

26 On this particular day that we are talking about where I

1 believe the statement was made where you did call in six of your
2 regular employees and you used seven people which included this
3 one man that they are claiming—did you try to call any more of
4 your people that particular day to get anybody?

5 MR. BARULICH: Yes, we did.

6 CHAIRMAN WILLIAMS: Do we have any proof of that, that
7 there was an attempt made to get additional people from the
8 seniority list?

9 MR. BARULICH: We go down the list. It is a fine seniority
10 roster, believe me, and all we can prove is that we have called
11 and there is no answer. There is no way of proving that we
12 called these people, no way of proving that we haven't called
13 them, by the same token.

14 It is not a matter of a day's pay here, it is a matter of
15 principle as to whether or not an owner can drive—

16 CHAIRMAN WILLIAMS: I understand that.

17 MR. BARULICH: —his own truck. As far as a day's pay is
18 concerned, it is not a big issue with us.

19 CHAIRMAN WILLIAMS: I have no further questions.

20 MR. KIRBY: How long have you had this practice in your
21 Company, John?

22 MR. BARULICH: We had had it for a good ten years.

23 MR. KIRBY: Did you ever discuss this type of practice with
24 the Local Union?

25 MR. BARULICH: Yes, we did to this extent, that the Union
26 allowed the men in the barn to take a vote as to whether or not

1 my son can work and the men in the barn, if you please, voted
2 against him working, that he couldn't do it. This is where we
3 are.

4 MR. KIRBY: When did that vote take place?

5 MR. BARULICH: I believe it was about a year ago, wasn't it,
6 Tom—six or eight months ago.

7 MR. KIRBY: The case was filed in January of 1970.

8 MR. BARULICH: Right. It was prior to that case being
9 filed.

10 MR. KIRBY: Just prior.

11 MR. BARULICH: No, several months prior. John had worked
12 many days and there was never a question about it, so it was
13 accepted as an accepted practice in our organization and we
14 continued to do it.

15 MR. LAWLOR: For how long a period of time would you say?

16 MR. BARULICH: John has been working down there for the
17 last five years.

18 MR. LAWLOR: Part time—Local 85?

19 MR. BARULICH: At one particular time.

20 MR. LAWLOR: How long was he working on this particular
21 type of work as a nonmember, just approximately?

22 MR. BARULICH: I'd say three years.

23 MR. ANDRADE: What Mr. Barulich turned around and said
24 prior as far as the Union agreeing to having two men, this is
25 not true. What the Employer said about his employees being
26 called is also not true.

1 I think I have made my statement very clear that I have or
2 the Union has no objections to either Mr. Barulich, Jr. or Sr.
3 or anybody working, providing our people at that particular time
4 are all working. This so happens this was on a Saturday or a
5 Sunday. What they done is, they turned around and they brought
6 six of our people in and they brought in John Barulich, Jr. for
7 whatever reason they brought him in and they put him out on a
8 truck. They did not contact the other twenty-five men that were
9 available. I want to get that clear.

10 As far as we letting John Barulich, Jr. work, in fact the
11 only reason he came into the Union is because his father turned
12 around and says that he was paying him anyhow so he might as
13 well work for his wages and I took him into the Union. But while
14 he was in the Union he worked under the Contract and he hasn't
15 been working—

16 CHAIRMAN WILLIAMS: As I understand you, Tom, to make it
17 shorter—we are getting repetitious now—as I understand you,
18 you have got no objections to him or his dad or anyone else
19 working as long as your people are working?

20 MR. ANDRADE: Yes.

21 CHAIRMAN WILLIAMS: Your argument is on this weekend rather
22 than calling in seven people to do the work he called in six of
23 yours and his son made the seventh?

24 MR. ANDRADE: That's correct.

25 CHAIRMAN WILLIAMS: Excuse the parties.

26 MR. BARULICH: Can I answer that?

1 CHAIRMAN WILLIAMS: I thought you already did.

2 MR. BARULICH: He wanted something else.

3 CHAIRMAN WILLIAMS: I don't want to cut anybody short, but
4 I don't want to sit all day and listen to the same thing.

5 MR. BARULICH: We have a terrible seniority system in our
6 barn.

7 CHAIRMAN WILLIAMS: I thought you told me you had a good
8 system.

9 MR. BARULICH: Terrible in this respect, that every one of
10 the men comes off the seniority system would not object to my
11 son joining the Union. If he joins the Union he could do these
12 jobs. But they say, "No, he can't come in and work because his
13 name isn't up on the seniority roster."

14 By the same token, our competitors which are Gemini Trans-
15 portation and Kern, the owners work the weekends as they please
16 with no regard to seniority system. We are stalemated con-
17 stantly and up against the wall and we lose business to these
18 other outsiders. Obviously we want the business ourselves.

19 CHAIRMAN WILLIAMS: Excuse the parties.

20 (Executive Session.)

21 MR. KING: I move he pay the employee.

22 (Motion duly seconded.)

23 (The motion was carried.)

24 CHAIRMAN WILLIAMS: There is a unanimous decision in the
25 case that the Union be upheld.

26

— — —

1 CASE NO. 8-70-5504 AUGUST 11 1970 11:00 A.M.

2 LOCAL 85, San Francisco, California and

3 S.F.O EXPRESS

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL

EMPLOYER PANEL:

6 GEORGE KING
7 FRED HOFFMAN

GORDON KIRBY
CHARLES LAWLOR

8 SERGEANT-AT-ARMS: Roy Nunes

9 APPEARANCES:

10 CARL ATTEBERRY appeared on behalf of the Employer.

11 TOM ANDRADE appeared on behalf of the Union

12 - - -

13 MR. KING: Let the record show we are ready with 8-70-5504,
14 Local 85 versus S.F.O. Express. Page 224.

15 CHAIRMAN WILLIAMS: Tom, is this your case?

16 MR. ANDRADE: Yes.

17 CHAIRMAN WILLIAMS: Since the case has been identified on
18 the record I suggest the Union present the case.

19 MR. ANDRADE: This man in question here, I think his name
20 is Williams, worked for S.F.O. Express, which happens to be air
21 freight.

22 I went down to S.F.O. Express address and had a meeting
23 with the Employer and it was supposed to be at that time they
24 weren't paying the due wages to this man and, to cut a long
25 story short, after this grievance this man was told by the
26 Employer to go and look elsewhere for employment, that he was no

1 longer wanted there, couldn't get along with him and so forth
2 and so on. The man was laid off—told him to go home, told him
3 not to come back. And, stupid as he is, the man actually, in-
4 stead of turning around and going back the same day, he come up
5 and he seen me and I sent him back there and the Employer was—
6 At one time I think there was a claim and the Employer paid him.
7 I don't know whether it was one day or two days. And the
8 Employer continued doing the same thing.

9 Now this individual—the reason why I am here in the case
10 is because it is here and it should be heard, because I think
11 there is a violation here. The employee is now not working
12 there any longer because he went to another craft. I don't know
13 what he is doing.

14 This is our case.

15 MR. KIRBY: Tom, did this man lose work because junior men
16 worked in his stead?

17 MR. ANDRADE: Well, the Company, being that you asked that,
18 the Company claims that this man is a junior man because at the
19 time that he went to work for these people, and he was one of
20 the top three, he was not a Union member at that time, and the
21 Company claims that from the time that the man joined the Union
22 and so forth and so on, that he is down at the bottom of the
23 totem pole. This is not true as far as we are concerned.

24 CHAIRMAN WILLIAMS: Let's hear from the Company.

25 MR. ATTEBERRY: As far as these claims he says we made, we
26 haven't made that. We laid Bill Williams off due to lack of

1 work and he was the last man on the seniority. I have cancelled
2 checks to prove it. Since that time we have called him back—
3 called him on the phone and he refused to come back to work,
4 said it would mess his unemployment up.

5 We sent him a telegram and he never did show back up to
6 work.

7 Would you like to see the cancelled checks? Seven days
8 after another employee's seniority date starts.

9 For the disagreement that he was talking about, that the
10 employee went home, it was my partner got in a beef with him and
11 sent him home. So we paid him for that. But other than that—

12 CHAIRMAN WILLIAMS: And you recognized his seniority as of
13 the date that he joined the Union? Is that what you are saying?
14 Or the date that he was employed by you?

15 MR. ATTEBERRY: No, his 14th day.

16 MR. KIRBY: You said you sent a telegram. The man was laid
17 off and you sent a regular telegram to him?

18 MR. ATTEBERRY: Right.

19 CHAIRMAN WILLIAMS: Did he respond to that telegram?

20 MR. ATTEBERRY: No.

21 MR. KIRBY: When was that telegram sent?

22 MR. ATTEBERRY: May 28th. May 8th we called him on the
23 phone and he refused to come back to work, said it would mess
24 his unemployment up. He never did show up.

25 MR. KIRBY: Tell me about May 28th. What did your telegram
26 say?

1 MR. ATTEBERRY: I don't have the exact copy here—said it
2 was delivered to him on the 28th.

3 MR. KIRBY: Did a copy go to the Local Union?

4 MR. ATTEBERRY: I don't know.

5 CHAIRMAN WILLIAMS: Andrade, have you got anything else to
6 add?

7 MR. ANDRADE: I think you people know what we are after
8 here and I think that you people know what the problem is here.
9 There is no sense of me prolonging it.

10 CHAIRMAN WILLIAMS: Excuse the parties.

11 (Executive Session.)

12 MR. KIRBY: I make a motion the claim is denied.

13 MR. KING: Second the motion.

14 (Motion duly carried.)

15 CHAIRMAN WILLIAMS: It is the unanimous decision that the
16 claim of the Union is denied.

17 — — —

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1 CASE NO. 8-70-5505
2 CASE NO. 8-70-5506

AUGUST 11 1970

11:15 A.M.

3 LOCAL 85, San Francisco, California, and
4 WESTERN CARLOADING

5 SPECIAL JOINT COUNCIL #7 COMMITTEE

6 UNION PANEL

EMPLOYER PANEL:

7 ROY WILLIAMS, Chairman
8 GEORGE KING
9 FRED HOFFMAN

GORDON KIRBY
CHARLES LAWLOR

10 SERGEANT-AT-ARMS: Roy Nunes.

11 APPEARANCES:

12 BOB LEHMANN appeared on behalf of the Employer.

13 JOHN MURNIN, TOM ANDRADE and TIM RICHARDSON appeared on
14 behalf of the Union.

15 - - -

16 MR. KING: Local 85 and Western Carloading, 8-70-5505.

17 Let's go for the Union.

18 MR. MURNIN: This is a claim in question for the showup
19 time for the seniority roster at Western Carloading.

20 On the night in question just prior to the start of the mid-
21 night shift a fire started at the terminal.

22 At that time to my knowledge—and I could stand corrected—
23 Bill Cooley who is the night platform boss selected certain men
24 to give them an assist on the platform for moving freight within
25 the fire area.

26 It is our feeling at this time that the Company pinpointed
certain members with less seniority and we are claiming in this

1 circumstance that Leighton, Myman, Siegried, Evans, Sojat,
2 Garcia, Samson, Moyniham and Smyth be paid a full night's pay
3 for the Company's actions in this matter.

4 The overall group was told to stand by and then when they
5 found that they needed some physical assistance to move freight
6 and perform duties they selected men lower in seniority and by-
7 passed these particular men we are claiming for.

8 MR. KING: All the men were there? All the men were avail-
9 able? Were they at the terminal at the time?

10 MR. MURNIN: That is correct. They were requested
11 originally by the night foreman to stand by until further orders.

12 MR. KING: It wasn't a case of where the Company had to
13 call these people from their homes?

14 MR. MURNIN: No sir. The shift starts—the men normally
15 arrive anywhere between 11:30 and 12:00 o'clock. Unfortunately
16 this night there was a fire and they feel the Company was remiss
17 in the selection of the people that did work and bypassed the
18 seniority men.

19 MR. KING: Let's hear from the Company.

20 MR. LEHMANN: Mr. Murnin is right. There was a very big
21 fire on the night of April 16. It broke out at 11:52 on the
22 15th—that is the time the fire department was called. This
23 wasn't just a fire, it was a four-alarm fire, 200 firemen
24 responded, smoke filled the entire area for 800 feet. They
25 couldn't get near most of the working area of the terminal.

26 At the time this particular thing broke out several guys

1 had not started their shift and they did what anybody would do,
2 picked up a fire extinguisher to try to put it out.

3 Obviously at this point the thing was out of control al-
4 ready. Cooley didn't say, "You, you, you, you stay." What he
5 said was, "Everybody get out of the area," and they all went
6 down to the gate.

7 The firefighting went on for a couple of hours. It was
8 around 2:00 o'clock when we decided that—somehow the lights
9 came back on, we could see, we weren't faced with having to go
10 by the fire truck's light—they have a big light on these four-
11 alarm fires, the truck comes out and you can see all over. We
12 didn't have to depend on that any more. The terminal lights
13 came back on and there was still a lot of firefighting activity
14 underneath the floor and around the periphery of the building.
15 But it was obvious we could move some freight and save it from
16 smoke and water damage if it was not flame damaged.

17 At this time a supervisor was sent to the gate to ask that
18 25 men on the top of the list—"If you are 25 or above on the
19 list, come in, we can use you for a couple of hours."

20 We figured that a lot of guys would have gone home—some
21 did, no question about that, some guys left.

22 I think it was the opinion of most of the people there this
23 fire wasn't going to be put out, we felt the building was going
24 to go.

25 So certain men out of this top 25 came in and here you have
26 a situation of total confusion—you got smoke coming up out of

1 the ground, there is a piece of freight here, a piece of freight
2 there and there are men in the fire area who did not go to the
3 gate when they were told to get out of the area for safety's
4 sake, they were watching as people will do. Then they see a
5 bunch of guys come down to palletize freight and move it down
6 the dock and what are they going to do? Pitch in and help or—
7 me walking down the dock, you know, "Get this on here", it
8 wasn't a question of pinpointing junior men in any sense to run
9 around.

10 This is the issue, there were some junior men that worked
11 that night for a couple of hours. I think the longest anybody
12 worked was a couple of hours other than the senior men, the
13 guards on the place where the doors had to be torn down. The
14 men that did that work were junior, were there not because the
15 Company called them, but because they were concerned when a hand
16 was necessary, and it was by no means an intentional runaround
17 or "You, you, I don't want you, but you guys here on the bottom
18 of the list come in, we will give you some time." This isn't
19 the way it happened.

20 That is the thing I think we have to make clear—we didn't
21 runaround anybody. These guys were there, they were concerned
22 and acted to save what could be saved.

23 MR. KING: Does the Union have anything to say?

24 MR. ANDRADE: Mr. Chairman, I would like to point out one
25 thing here; that in order to make a decision on this thing I
26 think the other one should have turned around and been heard

1 because we have a problem here that would—

2 MR. MURNIN: It connects.

3 MR. ANDRADE: Where all the employees are showing a showup
4 time, you know, where we are saying here that the people that
5 went to work by the Company's desires should have been in accord
6 to the seniority. It is possible showup time, due to the fact
7 that there was a fire might have some weight on this particular
8 decision. I don't know.

9 MR. RICHARDSON: We have had grievances in the past with
10 Western Carloading.

11 MR. KING: Why don't we hear the other case along with this
12 one if you think they are tied in and we can give you a decision
13 on both.

14 MR. MURNIN: Wait a minute.

15 MR. RICHARDSON: We have had cases in the past with Western
16 Carloading where the men have been guaranteed on a showup where
17 there has been a derailment or something they show up they are
18 guaranteed four hours' pay. We have had this in a grievance
19 and we won it in a grievance and we have had an arbiter's
20 decision on it. I think the whole mess was ironed out on the
21 telegraph, and any man that shows up, he is guaranteed his four
22 hours at least.

23 MR. KING: Is that the other case?

24 MR. RICHARDSON: This would be the other case.

25 MR. MURNIN: I might add, although I don't have any factual
26 background, but for the enlightenment of the Committee there is

1 some possibility the insurance company may have assumed some
2 responsibility here as far as loss of wages and so forth.

3 MR. LEHMANN: No sir.

4 MR. MURNIN: That is the extent of that.

5 MR. KING: Let's identify the other case.

6 This is 5506, the same thing, a claim for showup for
7 seniority employees. The Union requests showup pay for all
8 employees told to report for work and then sent home at 2:00 A.M.

9 Was this the regular shift that showed up for the midnight?

10 MR. MURNIN: That is correct.

11 MR. KING: And this claim is for all of them that showed
12 up? The other one is for those that they worked out of seniority?

13 MR. MURNIN: Right.

14 MR. KING: So it's your understanding that they all got the
15 four hours, as you said, was previously understood, Tim, that
16 would have a definite bearing on the other people working out of
17 seniority, is that right?

18 MR. RICHARDSON: Yes sir.

19 MR. MURNIN: If you are saying this,—

20 MR. KING: I didn't say this.

21 MR. MURNIN: Let's say we get a ruling on the names of the
22 people involved in the first case we feel have a full shift
23 coming, they would naturally be eliminated from the four-hour
24 showup claim. But under the terms of the Contract when you show
25 up for a midnight or 4:00-to-12:00 shift and for some unforeseen
26 reason there is no work generated, these men have a claim under

1 the four-hour plan.

2 MR. ANDRADE: By the same token, what the Committee is try-
3 ing to weigh—and I am weighing it—if you turn around and you
4 have 65 men show up and it was a fire and if they turn around
5 and got the four hours' showup time, that then these four men
6 wouldn't turn around and have a claim because they would be
7 included in the four hours showup time. So you have got to go
8 one way or the other. This is in essence what you are up
9 against.

10 MR. RICHARDSON: What John is saying, he is saying you have
11 got some guys paid a full shift, work the eight hours. They
12 selected these guys to work. Now there are men in an out of
13 seniority—there are men the Company worked, the junior men
14 out of seniority. If it is decided in this case they worked
15 these men wrong, the seven or eight names submitted there and
16 they chose to work and that the seven senior men who have named
17 they should have worked, all right, if those people are paid and
18 the people that worked on that shift, if they are paid, then
19 what we are asking is four hours' pay for all the others, you
20 know, who didn't come either under the runaround pay or actually
21 worked the shift.

22 MR. KING: Off the record a moment.

23 MR. KIRBY: One question of the Company: Do you have any
24 different testimony?

25 MR. LEHMANN: Yes sir, on the four-hour issue.

26 We have more than once established the fact that if we fail

1 under normal conditions to move these guys if they come in, we
2 pay them four hours. But this isn't what happened. Normal
3 conditions, derailment, you hear about it—

4 MR. ANDRADE: This is not—

5 MR. LEHMANN: —you hear about it at any time prior to, say,
6 8:00 o'clock in the evening—

7 MR. KING: You will have your day in court. Just listen
8 to him.

9 MR. LEHMANN: We telegraph the guys, "There has been a
10 derailment. Due to loss of cars do not report to work."

11 In this case how could you send out a telegram and notify
12 a crew at 11:52 when they are to start at midnight? They are
13 supposed to have four hours' warning.

14 Not only that, but all the working agreements that ever
15 existed don't fit—they weren't conceived to take into considera-
16 tion the fact that the place burns down.

17 How could we possibly—there is no way we could control it.
18 Western Union couldn't have helped us out. PT&T, how could they
19 help us? Our guys going around in cars couldn't help us no way
20 to contact these people. They were there. That is why there
21 is a good reason for being here. This is the reason. In this
22 instance it didn't fit either the Contract or any previously
23 existing working arrangement between Local 85 and Western Car-
24 loading. It is unusual. How many terminals burn down? How
25 many times do you have a fire start eight minutes before the
26 beginning of your shift?

1 We are asking you to recognize it wasn't possible for us
2 to anticipate this. There wasn't a derailment. Many a night I
3 put the wires out myself because these guys have to have notifi-
4 cation. They make plans if we can notify them. We couldn't
5 notify them there was going to be a fire.

6 This is a potential disaster for Western Carloading and the
7 200 families employed by Western Carloading. This is outside
8 the scope of the Contract or working arrangements. We don't
9 understand how we can be held liable for an act of God or an
10 act of some deranged person that might have set that.

11 As far as showup time, we tell a guy if circumstances enable
12 us to let a man know, we pay him, and we fail to let him know.

13 John mentioned the possibility that the insurance company
14 was going to stand in the gap here on this insurance loss. Let
15 me assure you that is totally and completely out of the question.
16 They won't do it.

17 MR. KING: Are you self insured?

18 MR. LEHMANN: First large deductible, yes.

19 MR. ANDRADE: Mr. Chairman, on what Mr. Lehmann said and
20 Mr. Murnin and try to explain here, we have had cases went in
21 before the arbitrator, anything that was an act of God they were
22 not liable for, therefore they didn't show up—no showup time.
23 As Mr. Lehmann is saying this was an act of God so on the claim
24 of four hours, for instance, let's see. If the Employer didn't
25 notify somebody to come in before the four-hour notification
26 that they would pay for, everybody that came up— Let's go to

1 the first case where you turn around and the Company agrees
2 whether by choice or otherwise he had four or five guys to turn-
3 around and work out of seniority so you got to consider one of
4 the other. If the other was an act of God the four hours showup
5 time, so you turn around and say whatever it is, but when the
6 Company turns around and admits these four guys turn around
7 and worked out of seniority, whatever reason, that is a separate
8 claim.

9 MR. RICHARDSON: We have had this thing out with Western
10 Carloading time and time again about an act of God and the
11 arbiter was Kagel's decision on derailments or acts of God, as
12 they put it in the decision, that the Company if they didn't
13 notify the men they would give them a four-hour showup. They
14 thought they were giving them relief on that. Actually we were
15 asking for eight hours for the men when they showed up.

16 Now because of the peculiar nature of their business the
17 arbiter took into effect the past practices and everything and
18 he come up with this decision and this is the decision we have to
19 live with, if they didn't notify the men and he showed up and
20 there is no work for him they will pay him four hours. The only
21 place we have any of our Contracts any other place, one of our
22 men shows up for work and there is no work available he gets
23 eight hours.

24 MR. MURNIN: I would like to add if I can, to construe this
25 act of God in the statements made to me by a man, a supervisor
26 at Western Carloading, the Fire Marshal practically determined

1 it was arson. How you can construe that as an act of God I
2 don't know.

3 MR. KING: Anything else?

4 MR. LAWLOR: How many men were put to work? We hear 25
5 mentioned. The top 25 men would be used. How many men were
6 actually worked?

7 MR. LEHMANN: Out of, I'd say 25, out of that top 25, not
8 everybody was either there or available.

9 MR. LAWLOR: These men in question on the first case in
10 the top 25?

11 MR. LEHMANN: No.

12 MR. MURNIN: They run to 38 on the seniority list.

13 MR. KIRBY: Were they present at the gate?

14 MR. LEHMANN: These men I think are named incorrectly.
15 When we look at the seniority list we find the name of some of
16 those that were worked out of seniority.

17 MR. ANDRADE: There is a possibility because I will agree
18 with him in this respect. I think there were one or two of those
19 men off sick, a claim made for. This would move down one more
20 man sick in that group of eight or nine.

21 MR. LEHMANN: Smyth is 118 on the list. Moyniham is 112
22 at this time. These guys are the ones that did work out on—
23 all these guys worked.

24 MR. MURNIN: Down to 118?

25 MR. LAWLOR: Do you mean to tell me the people you are
26 claiming for did work, Smyth and Moyniham?

1 MR. ANDRADE: No.

2 MR. LEHMANN: Smyth worked. All the men on the list. All
3 were paid, because they did work out of rotation. These were
4 the guys that were in the area and lent a hand. It wasn't work.
5 We didn't unload a pound of freight or load one out—just moving
6 stuff to keep it from being destroyed.

7 MR. MURNIN: Since the original claim was made, it was made
8 from 27 down. This would involve eight people working out of
9 seniority—way low in seniority. Within those original eight
10 we claim four. We finally determined at least two of these men
11 were sick, so therefore we feel we go from No. 27 seniority
12 down to No. 40.

13 MR. LAWLOR: To pick up two more that didn't work?

14 MR. ANDRADE: Right. One more man involved—37, Cooper.
15 He worked and he was paid.

16 MR. LAWLOR: The Company made a statement Mr. Siegried was
17 not worked and he was paid because you ran around him?

18 MR. LEHMANN: No. Mr. Siegried was one of those the Union
19 was complaining about having pitched in and he was paid.

20 MR. ANDRADE: He is 46.

21 MR. LAWLOR: He was paid and he didn't work?

22 MR. LEHMANN: He was paid and he did work.

23 MR. ANDRADE: Charley, this is the reason for the claim.
24 We feel the Company picked these people out of seniority and by-
25 passed the men present that particular night.

26 MR. LEHMANN: You know we didn't pick them. They lent a

1 hand in an emergency.

2 MR. ANDRADE: I think Cooley is the man that picked them
3 out.

4 MR. LEHMANN: He is not.

5 MR. ANDRADE: Oh, get off! A hundred and fifteen men are
6 wrong and you are right.

7 MR. KING: Excuse the parties.

8 (Executive Session.)

9 MR. KIRBY: Based on the four-alarm fire catastrophe on
10 April 16, which was beyond the control of both Union and Manage-
11 ment, the claims in cases 8-70-5505 and 8-70-5506 are denied.

12 (Motion duly seconded.)

13 (Motioned unanimously carried.)

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1 CASE NO. 5-70-5314

AUGUST 11 1970

2:00 P.M.

2 LOCAL 85, San Francisco, California, and

3 SIGNAL TERMINALS

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL:

EMPLOYER PANEL:

6 ROY WILLIAMS, Chairman

GORDON KIRBY

7 GEORGE KING

CHARLES LAWLOR

8 FRED HOFFMAN

ELMER PRESTON

8 SERGEANT-AT-ARMS: Roy Nunes.

9 APPEARANCES:

10 PAT CARROLL appeared on behalf of the Employer.

11 JOHN MURNIN and TOM ANDRADE appeared on behalf of the Union.

12 - - -

13 MR. KING: Case 5-70-5314, Local 85 vs. Signal.

14 For the Union Fred Hoffman and myself. The Employer Panel
15 will probably be the same.

16 Proceed.

17 MR. ANDRADE: The Union is claiming that Signal Terminals
18 and Signal Trucking is one.

19 We have a Contract with Signal Terminals and they closed
20 their doors and Signal Trucking then turned around and commenced
21 doing their work the first of the year.

22 Signal Trucking has Local 85 employees. When Signal Truck-
23 ing needed personnel they called men from Local 85 Hiring Hall.

24 We claim the men that were laid off by virtue of closing
25 Signal Terminals, that they should have been given the opportu-
26 nity to turn around and work for Signal Trucking instead of

1 calling men out of the Hall, casual men out of the Hall.

2 The Employer's position is that Signal Trucking is an
3 entirely different identity and the Contract provides—but by the
4 same token, when they shut this thing down they didn't apply for
5 a change of operations, and if they want to take this position
6 I think they should have applied for a change of operations.

7 But our main concern here is that the Union is saying that
8 Signal Terminals and Signal Trucking are one. They are owned
9 by the same people, supervised by the same people and we feel
10 that people that were laid off from Signal Terminals should have
11 had the right under the Agreement on a three-year provision
12 where they would maintain their seniority and have the right to
13 go over there if they needed them.

14 That is the Union's position.

15 MR. KING: Any questions at this time?

16 Mr. Employer?

17 MR. CARROLL: My apologies to the Panel for my tardiness.
18 I thank you for your patience.

19 First of all Signal Trucking and Signal Terminals are not
20 the same company. They are two wholly owned, two California
21 corporations under the eyes of the State of California.

22 If I may expand upon that a little bit, back in August of
23 1969 Local 85 filed on behalf of Mr. Art Cook a grievance
24 against Signal Trucking. This was a maintenance of standards
25 grievance. I appeared on that one and I informed I believe Tim
26 Richardson, who appeared, I informed Mr. Richardson that Signal

1 Trucking had no employee named Art Cook. Through further con-
2 versation we decided that Art Cook was a Signal Terminals
3 employee.

4 So the Panel moderator told Mr. Richardson that he would
5 have 45 days in which to refile against the correct company.

6 Mr. Richardson did on September 18th file against Signal
7 Terminals the same case.

8 I then at that hearing asked Mr. Richardson if he had a
9 Contract with Signal Terminals. I knew he had one with Signal
10 Trucking but there was none in existence with Signal Terminals.

11 He said apparently they did not. So the case was withdrawn
12 by the Union and Local 85 then proceeded to get a signed Agree-
13 ment with Signal Terminals.

14 I would think that this might point out that the two Com-
15 panies are separate. They are owned by the same individuals,
16 that is correct, but they are supervised and operated by
17 separate individuals.

18 The Local has made the claim that Signal Trucking has Local
19 85 employees. They do not. Signal Terminals did when they were
20 in operation. Signal Trucking does not have any Local 85
21 employees. If we were to come over here and need a Local 85 man
22 we would get him out of the Hiring Hall.

23 As far as the change of operations is concerned, Signal
24 Terminals sent a registered letter to Local 85, Mr. Jim Rock, on
25 December 15 notifying him that Signal Terminals Incorporated was
26 going to close down its Bay Area operations as of December 31st.

1 When Signal Terminals did this there was no change of
2 operations because you have two entirely separate companies.
3 The work that was being done by Signal Terminals was not then
4 just picked up and transferred over to the East Bay to Signal
5 Trucking. The work Signal Terminals was doing was piggyback
6 out of Chicago. We handled that transportation. We have the
7 WP rail work that we handled in the West Bay.

8 That is basically the Employer's case. We have two separate
9 companies involved.

10 The claim was filed against Signal Terminals and on the
11 date of these instances Signal Terminals was no longer in
12 existence.

13 That is basically our case.

14 MR. KING: Signal Trucking is in Oakland?

15 MR. CARROLL: Yes sir.

16 MR. KING: Where do you operate out of? What does Signal
17 Trucking operate out of Oakland for? Is it carrier—

18 MR. CARROLL: And contract. We have Sears bobtails—
19 that service the Bay Area.

20 MR. KING: Since closing Signal Trucking—

21 MR. CARROLL: Terminals.

22 MR. KING: —in San Francisco, does Signal Trucking come
23 into San Francisco and do the work formerly done by—

24 MR. CARROLL: No sir. Only in rare instances if a piggy-
25 back should come in and its origin is Oakland and its destination
26 is San Francisco.

1 MR. KING: You don't come to San Francisco and pick up and
2 deliver within the jurisdiction of San Francisco?

3 MR. CARROLL: No sir.

4 MR. LAWLOR: What you are saying is the business that
5 formerly was handled by Signal Terminals is now being handled by
6 other San Francisco carriers?

7 MR. CARROLL: That's correct. Hills Transportation and
8 Shima—whatever the full name is, I am not sure.

9 MR. LAWLOR: Were there any of those handled by Signal that
10 are handled by Signal Trucking?

11 MR. CARROLL: One. Kennedy Tool. They make toolboxes.
12 That account, Signal Terminals notified Kennedy that they were
13 going out of business and "Would you please give the business to
14 Signal Trucking?" and we do their business in Southern California
15 so they said, "Fine. We have been with you for years."

16 MR. KIRBY: A question. You have two separately signed
17 Contracts with Local 85?

18 MR. CARROLL: That is correct.

19 MR. KIRBY: One covering Signal Terminals?

20 MR. CARROLL: Right.

21 MR. KIRBY: And the other covering Signal Trucking?

22 MR. CARROLL: That's correct. The Contracts are no longer
23 in existence because we don't do any business with Local 85 any
24 more.

25 MR. KIRBY: At the time you went out of business in San
26 Francisco with Signal Terminals did you have an operation within

1 Local 85 jurisdiction covering Signal Trucking?

2 MR. CARROLL: No, we did not.

3 MR. KIRBY: Your Signal Trucking business had gone else-
4 where?

5 MR. CARROLL: Gone to the East Bay.

6 MR. KIRBY: It went to the East Bay?

7 MR. CARROLL: Yes.

8 MR. KIRBY: Approximately when?

9 MR. CARROLL: Six to nine months prior to that. I would
10 say approximately.

11 MR. KIRBY: The two companies never intermingled?

12 MR. CARROLL: No. Signal Trucking basically when it moved
13 to the East Bay and had been in the East Bay Signal Trucking was
14 handling basically all Sears. That was the predominance of our
15 business. Signal Terminals stayed in the West Bay and handled
16 the work I mentioned.

17 MR. LAWLOR: There was a time both companies operated in
18 Local 85 jurisdiction under two separate and distinct Contracts?

19 MR. CARROLL: To my knowledge, yes. It would have been a
20 brief period of time.

21 MR. LAWLOR: Signal Trucking moved to the East Bay and later
22 Signal Transportation or Terminals moved over?

23 MR. CARROLL: Signal Terminals went out. They are not in
24 the East Bay.

25 MR. KING: They went out of business?

26 MR. CARROLL: Right.

1 MR. KING: How many employees did Signal Terminals have in
2 85 jurisdiction at their peak?

3 MR. CARROLL: It would be a guess. A close estimate of ten,
4 fifteen at the most I would think.

5 MR. KING: How long have they been out of business?

6 MR. CARROLL: Since January 1st—December 31st of 1969.

7 MR. KING: Let me ask you another question.

8 By virtue of what you said, the ownership, even though
9 separate entities as such, why would the ownership, if they
10 needed help out of the San Francisco Hall not request Signal
11 Terminal people rather than get strangers? What would be their
12 reason?

13 MR. CARROLL: I am sorry. I didn't follow you.

14 MR. KING: You said they are separate entities under the
15 California Corporation Act, or whatever it is.

16 MR. CARROLL: Correct.

17 MR. KING: You also said—correct me if I am wrong—when
18 you made your statement here they are separate identities but
19 owned by the same people.

20 MR. CARROLL: That's correct.

21 MR. KING: What I am saying, the Union is saying, the Union
22 claims men to be paid for work done by men with less seniority.
23 The Union claim is they are both the same—Signal Terminals and
24 Signal Trucking are the same.

25 MR. CARROLL: Yes.

26 MR. KING: Do you claim they are not? What would be the

1 reason of the Company when they are operating in San Francisco
2 not to request former employees of Signal Terminals?

3 MR. CARROLL: Are you talking about Signal Trucking?

4 MR. KING: Yes. If they were operating in San Francisco
5 and needed men, even though it is two different companies.

6 MR. CARROLL: It is my understanding Signal Trucking did
7 call for help. I don't know if they called for these particular
8 people by virtue of Signal Terminals closing down they were on
9 leave. As far as the Contract is concerned the Company has no
10 obligation—perhaps a moral or ethical, but contractual one, no,
11 because of the separateness of the companies.

12 MR. LAWLOR: When you did need men with Signal Trucking
13 over here on this side of the Bay was it that you needed a driver
14 for a period of a week or just talking about needing casual
15 people?

16 MR. CARROLL: Are you talking about this particular time
17 here in—

18 MR. KING: This claim.

19 MR. CARROLL: On this claim strictly casuals, to my know-
20 ledge, because as I said, Signal Terminals already had been shut
21 down.

22 MR. KIRBY: I have no more questions.

23 MR. KING: I think Tom's claim explains itself. Signal
24 Terminals closed its doors and ceased operations. Signal Truck-
25 ing, another identity or entity, excuse me, took over after the
26 first of the year, laying off 85's employees. When Signal

1 Trucking needed personnel they call for them from Local 85.

2 The Union claims that men who were laid off by Signal
3 Terminals should have been given the opportunity to work rather
4 than men from the Hall—casuals.

5 The Union's position is that they are not separate iden-
6 tities.

7 Is that your position, Tom?

8 MR. ANDRADE: Yes.

9 MR. KING: The Employer's position is they are separate
10 identities.

11 MR. ANDRADE: If I may?

12 MR. KING: Go ahead.

13 MR. ANDRADE: Correct me if I am wrong, but I am asking
14 here, Signal Terminals took the Sears account from Robertson
15 Drayage?

16 MR. CARROLL: Right. Signal which? Terminals?

17 MR. ANDRADE: Trucking.

18 MR. CARROLL: Trucking, yes.

19 MR. ANDRADE: You had three 85 men over at your terminal
20 in Oakland loading, supervising the loading of the Sears mer-
21 chandise. Our people would turn around the following morning
22 and go in the station wagon from here to pick up their equipment
23 and bring the freight and deliver to San Francisco.

24 Finally due to the fact that Local 70 objected to this you
25 people then turned around and left one man as a supervisor by
26 the name of Biloughsky, if I remember correct, and you put three

1 or four platform men in Local 70's terminal to load the trucks.
2 This is where we claim that when they turned around and closed
3 here that in this whole operation from the beginning that the
4 Signal Terminals and Signal Trucking is one. We still say that
5 this is the way that we can prove it and all we are asking here,
6 we are not asking that the Company should have turned around and
7 as Mr. King tried to explain that our people should have went
8 over to Local 70's terminal, but we are claiming these people
9 who were laid off due to the fact they closed the terminal here,
10 when they need people on this side for lumping or whatever the
11 case might be, that they should turn around and call the people
12 still on their seniority roster for a year or two years, whatever
13 the case may be. This is all one company.

14 MR. KIRBY: Tom, if it is all one company why would you
15 have two separate Contracts? Why would you have both operations
16 signed as separate Contracts, one Signal Terminals and the other
17 Signal Trucking?

18 MR. ANDRADE: Well, I think if—I don't want—I think that
19 one, where they become the two separate Contracts, I think one
20 was under—one was the—one was warehouse, which was under the
21 furniture contract, if I remember correctly. But we are saying—
22 and again—that they are owned and operated by one man or two
23 men, whatever the case may be and that they are one. We feel
24 that the people, if they need the people on this side, that they
25 should have the people that are on their seniority roster.

26 A little while ago the gentleman turned around and said we

1 have a Contract with Signal Terminals. If this is so, then why
2 did they employ Local 85 people if we didn't have a Contract with
3 them?

4 Secondly, under the terms of the Agreement or law—which I
5 am not a judge of that—is at any time that you turn around and
6 pay benefits to any employee under the terms of the Agreement
7 that automatically they are a part of that Agreement. So whether
8 you had—which I can't say at this time whether they did have a
9 signed Agreement with them or not, but I understood the gentleman
10 to turn around and say that we didn't have an Agreement with—
11 I think it was Signal Terminals.

12 MR. CARROLL: That is correct.

13 MR. ANDRADE: But we only had a Contract with Signal Truck-
14 ing. So in essence what you are saying here is even though he
15 employed 85 people over here but he didn't have a signed Con-
16 tract that would eliminate him from this claim. We had Contracts
17 with these people. When I say "Contracts," we had a Contract
18 with Signal Trucking and whenever Signal Terminals operated such
19 that 85 people went to work for them under the Contract that we
20 had signed with them, because they were one, not two, they were
21 never separated from us. These people never told us prior to
22 this thing here that Signal Terminals was separate from Signal
23 Trucking, and that is a proven fact.

24 MR. KING: I have no more questions.

25 MR. HOFFMAN: What you are asking for here then, is work
26 that was being performed by Signal Terminals before—and they

1 have these people who have seniority with Signal Terminals, they
2 are now on layoff status, when this Company, Signal Trucking or
3 Terminals comes into this area to do the work, that instead of
4 calling casuals out of the Hall they should call the men who are
5 on layoff?

6 MR. ANDRADE: That is right.

7 MR. CARROLL: If it is the Union's position that these com-
8 panies are the same, and if it is also the Union's position that
9 when Signal Terminals is in operation in Local 85's jurisdic-
10 tional territory, paying into the benefit programs of its em-
11 ployees, why did the Union insist that they have a signed Con-
12 tract from Signal Terminals? We didn't wave any flags. Tim
13 Richardson said, "We don't have a Contract, better get one
14 signed," in that Panel meeting.

15 Secondly, in this—whatever it is called—

16 MR. KING: The agenda.

17 MR. CARROLL: It says on Line 2, "Signal Trucking, another
18 entity, took over after the first of the year."

19 Signal Trucking did not take over.

20 Line 3: "Signal Trucking has Local 85 employees."

21 Local 85 employees don't work for Signal Trucking. It has
22 no Local 85 employees.

23 This story that you are relating about the men in their
24 station wagon, Local 85, Local 70 objecting, and so forth, could
25 you give me an approximation as to how long ago this was,
26 roughly? One, two, three, four years, whatever?

1 MR. ANDRADE: How far back is it?

2 MR. CARROLL: Yes.

3 MR. ANDRADE: Well, let me ask you this question: When did
4 you lose the Sears account?

5 MR. CARROLL: We didn't lose the Sears account. We still
6 have it.

7 MR. ANDRADE: OK. You never lost it. So, until such time
8 as you turned around and decided to eliminate Signal Terminals
9 or whatever you eliminated, I think that is probably when you
10 discontinued—I don't know.

11 MR. CARROLL: What I was getting at, you referred to a dis-
12 patcher or supervisor by the name of Joe Biloughsky, and this
13 whole story revolved around at least three years ago Signal
14 Terminals was not even in existence then, it wasn't even on the
15 drawing board three years ago. Your analogy of trying to bring
16 out that they are one and the same company, there was only one
17 company at that time. Signal Terminals didn't exist. So I can't
18 see where that particular story about the station wagon has any-
19 thing to do with this.

20 MR. ANDRADE: Let me ask you this, sir: When did you de-
21 velop Signal Terminals here in San Francisco?

22 MR. CARROLL: I couldn't give you an accurate date.

23 MR. ANDRADE: You are pretty sure of yourself here. All I
24 am saying to you is, why did you turn around, if you have Signal
25 Trucking doing this work, why did you develop Signal Terminals?

26 MR. CARROLL: Signal Terminals was developed—I don't know

1 what bearing it has here—was developed as a container hauling
2 company for ocean freight. Signal Trucking was not in that busi-
3 ness in the Bay Area. They were primarily hauling for Sears.

4 MR. KIRBY: I have a couple of questions.

5 When was Signal Terminals incorporated?

6 MR. CARROLL: I don't know. I could find out.

7 MR. KIRBY: Just approximately. One year ago? Two years
8 ago?

9 MR. CARROLL: At least two years ago.

10 MR. KING: You have got a grievance here—

11 MR. CARROLL: That was August of '69, the old grievance.

12 MR. KING: A year ago. Tim Richardson filed a grievance
13 for a man and at that time the Union realized it never had a
14 Contract with Signal Terminals.

15 MR. CARROLL: That's correct.

16 MR. KING: As per your statement. And then Tim Richardson
17 went out and signed a Contract. So it had to be prior to that
18 that Signal Terminals—

19 MR. CARROLL: Shortly prior to that because we wouldn't
20 have been operating X numbers of years without a Contract.

21 MR. KIRBY: Mr. Carroll, Signal Terminals and Signal Truck-
22 ing, were they ever in the same house?

23 MR. CARROLL: In the Bay Area?

24 MR. KIRBY: In San Francisco.

25 MR. CARROLL: No.

26 MR. KIRBY: They were operated at two separate establishments?

1 MR. CARROLL: Right. In fact, Signal Trucking left the
2 West Bay before Terminals came into existence. Terminals, if I
3 may go one minute further, Signal Terminals paid its employees
4 on Signals Terminals' paychecks. Signal Trucking paid its em-
5 ployees on Signal Trucking Service, Ltd., paychecks. It was on
6 top of the paycheck. Signal—the men in question here at all
7 times were paid by Signal Terminals Incorporated, not Signal
8 Trucking Service.

9 MR. LAWLOR: Signal Trucking went out of business before—
10 Signal Trucking left the West Bay before Signal Terminals entered
11 the West Bay?

12 MR. CARROLL: Correct.

13 MR. KIRBY: When Signal Terminals entered the West Bay did
14 you hire the Terminals Trucking employees in San Francisco?

15 MR. CARROLL: To my knowledge I don't know. Could have been.
16 I don't know. I can't give a yes or no on that. Signal Ter-
17 minals was brought about because they have ICC rights out of the
18 West Bay. Signal Trucking does not have ICC rights out of the
19 West Bay. That is why Signal Terminals was brought about—to
20 handle this ICC ocean container freight Signal Trucking could not
21 handle.

22 MR. KING: Any other questions by either side or by the
23 Panel? If not, we will excuse the parties.

24 (Executive Session.)

25 MR. LAWLOR: I moved that based on the facts presented in
26 this particular case the claim of the Union is denied.

1 MR. KIRBY: I will second the motion.

2 (Motion unanimously carried.)

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1 CASE NO. 8-70-5510 AUGUST 11 1970 2:50 P.M.

2 LOCAL 315, Martinez, California, and

3 VAN WARD SERVICES

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL:

EMPLOYER PANEL:

6 ROY WILLIAMS, Chairman

GORDON KIRBY

7 GEORGE KING

CHARLES LAWLOR

8 FRED HOFFMAN

ELMER PRESTON

9 SERGEANT-AT-ARMS: Roy Nunes.

10 APPEARANCES:

11 WILLIAM WARD appeared on behalf of the Employer.

12 JOE DAVIS, PAUL McINTOSH, GENE LEMANA and VINCE ALOISE,
13 appeared on behalf of the Union.

14 - - -

15 MR. KING: Case 8-70-5510, Local 315 versus Van Ward
16 Services, Page 230.

17 Joe, present your case.

18 MR. DAVIS: The biggest part of the case for the Panel is
19 that the Company takes the position that we have equipment and
20 men sitting up in Antioch, the men are off and available and
21 equipment is available there but they bring outside carriers in
22 and perform the work that the men have been performing for the
23 past thirteen years. That is anywheres from Antioch down to
24 Fresno and return.

25 Like Mr. Hoffman stated they are farming out the work while
26 we have men and equipment off.

The days in question to begin with is 4/20, 21, 24, 5/8 and

1 5/14.

2 Then we have other cases that follow right in suit with
3 that which the Company, Mr. Ward and myself and two Shop Stewards
4 have other cases and other dates in question, the same things
5 transpired, and it was agreed upon by all the parties that this
6 particular case we are hearing now would be a pilot case and the
7 decision rendered here today would resolve all the other things.

8 MR. KIRBY: Tied to this case?

9 MR. DAVIS: Whatever decision comes out of this case will
10 apply to all others.

11 Back in May 22nd of 1969 Mr. Ward and Ernie Freitas, Presi-
12 dent of Local 468, took it upon themselves—whether they took it
13 upon themselves or not I don't know, but they never concurred
14 with 315 where the biggest part of this work originates—they
15 sent a man by the name of Walt Clements, says, "Take a set of
16 empties to Antioch, drop and pick up a set for Los Angeles."

3 17 On the way going down to Los Angeles they would drop any-
18 wheres off in Tracy, Modesto, Madera, Turlock, then Fresno. By
19 the time they got to Fresno they finished their drops and they
20 are empty, but instead of continuing on to Los Angeles like this
21 says, there is a phone message waiting, "Forget about going to
22 Los Angeles, bring it back."

23 So then what they are doing, 468 comes into 315's area
24 empty, picks up our work that we have done for thirteen years,
25 takes it down the Valley, delivers en route and instead of going
26 to Los Angeles turns around and comes back.

1 We feel that they are just taking our work away from us,
2 our guys sitting home, equipment up against the fence, but they
3 will send equipment empty from Oakland into 315's jurisdiction
4 up in Antioch and pick up these loads. Here are the orders
5 right here. We know these 315 men, instead of continuing on
6 like these written orders said, they turned around and came back
7 to Oakland.

8 Right now I will rest with the right to rebut, depending on
9 what evidence the Company presents their side of the case.

10 MR. KIRBY: Joe, for clarification, as I understand the
11 case in front of us the Union is claiming that Crown Zellerbach,
12 which Mr. Ward provides labor services for is farming out work
13 from their plant in your jurisdiction to other truck lines using
14 the one that is on the agenda here, B & J.

15 MR. DAVIS: That is one of them.

16 MR. KIRBY: Using other truck lines to perform the work and
17 your people are sitting home?

18 MR. DAVIS: Right.

19 MR. KIRBY: To me that is a different kettle of fish than
20 a Local 468 man coming in on a sweep and then going out. Are you
21 saying the two are identical or are we talking about the farming
22 out to other companies?

23 MR. DAVIS: Forget about the kettle of fish and forget
24 about 468. They are farming out the work not only to B & J but
25 farming it out to a company called San Francisco Lease, which
26 I say is Van Ward Services, who supplies men, all these men,

1 naming two of them, Wayne Warner and Bill Umburger, to this day.
2 They have been employed for the past three months for San
3 Francisco Lease or Van Ward Services—I don't know which—but
4 still casual, and we have got men up there anywhere—correct me
5 if I am wrong, one, two and three years' seniority, sitting home
6 waiting for the phone to ring.

7 MR. KING: Any other questions?

8 Do you want to present anything else?

9 MR. DAVIS: At this time unless the Shop Stewards want to
10 add anything I missed or something, we will rest, with the right
11 to rebut.

12 MR. WARD: Gentlemen, I am Bill Ward and I have a Company
13 called Van Ward Services and I guess the best description I can
14 give you of our services that we are a manpower organization.
15 We supply drivers to companies who lease equipment and in turn
16 they want drivers.

17 One of our clients happens to be Crown Zellerbach. The
18 operation in question I think is the one at Antioch.

19 Now the plant up there is a large manufacturing facility.
20 It has about a thousand production employees who manufacture
21 everything from knocked-down corrugated boxes to toilet
22 tissue—things of that type.

23 The Company in years past used common carriers to handle
24 their work—and they still use some common carriers to handle
25 their work. A few years ago they decided that they, for
26 economic reasons best known to themselves, they decided that it

1 might be better for them to move into a leased truck, leased
2 driver operation. They rent their trucks from several people
3 and they rent their drivers from us.

4 For your information at the present time we supply them
5 with drivers in Antioch, Portland, Pasco, Washington, Los Angeles,
6 Phoenix, St. Louis, Detroit, and we are expanding into other
7 areas.

8 We—Van Ward— When I say "we," I am referring to Van Ward.
9 —we have Contracts with Local Unions in each of these areas and
10 we do our best to comply with the terms of the Contracts in
11 those areas and we have a Contract with Local 315.

12 About a year ago the Company decided to get into the long-
13 haul operation, because rail service from a point of view of
14 delivery in time is broken down, and the Company started into a
15 long-haul operation and we signed an initial Contract with Local
16 468 out of Oakland. We now move merchandise from Oakland and
17 Antioch to Portland, to Los Angeles and very frequently they
18 drop off merchandise in Portland and pick up another load and
19 go to St. Louis, Kansas City or Buffalo. They are going all
20 over the United States.

21 In addition we have some long-haul operations in connection
22 with Local 162 out of Portland, because there is a big plant up
23 there in Portland-Washington area.

24 The Company through its Traffic Department, which is trying
25 to move away from dependence on rail and move into the trucking
26 transport, as I say, is going more and more into the long-haul

1 operation and they are using long haul every place that they can
2 and they recently started part of their long-haul operation
3 where a tractor with vans on it will leave Antioch, for example,
4 they will drop one of the vans at points—Visalia, Fresno,
5 Merced—and most times those things are scheduled to go on down
6 to the Los Angeles plant of Crown, and pick up loaded vans and
7 come back, then to Oakland, for distribution is made in the
8 Oakland area.

9 This operation is going on constantly and it is getting
10 bigger. We are now setting up operations where 468 people are
11 picking up either at Oakland or Antioch and making deliveries
12 up along the north coast, points such as Eureka and spots of
13 that type.

14 Now I believe it is true that in time gone by maybe some of
15 these cities or these customers in these cities were serviced
16 by 315 or maybe either another Local, maybe Local 70 or somebody
17 else. But the point is that the long-haul operation we signed
18 up with Local 468, I believe we are complying with the Contract.

19 So far as the long haul is concerned, it is my understand-
20 ing that a long-haul operator can come into an area, pick up and
21 drop and go on its way to another point where it does the same
22 thing.

23 Now with respect to the other phase of the operation that
24 Mr. Davis raises, I will admit that it is true that from time to
25 time out of the Antioch operation they have used common carriers
26 when Local 315 men were either in a laid-off status. The reason

1 for the Company's doing this I can't tell you specifically be-
2 cause Crown Zellerbach has the right of dispatch of people. I
3 don't. I can only tell you that it is in the interests of
4 efficiency and economy because that is their claim. But I would
5 like to tell you that I have a Contract with Crown Zellerbach in
6 which I furnish them drivers and specifically it says that Van
7 Ward will furnish them drivers and then further the Contract
8 reads this way, that drivers furnished to Crown will be under the
9 exclusive direction and control of Crown as to hours of service,
10 routes driven, safety requirements and assignments of drivers
11 to vehicles. Crown reserves to itself full direction and con-
12 trol over the routing and use of the trucks operated by drivers
13 which are furnished to Crown under this Agreement.

14 Now, I take the position, gentlemen, that I furnish them
15 drivers and they rent their equipment from somebody else and I,
16 in the form of Van Ward, have no control over what the dis-
17 patcher does at a company like Crown Zellerbach or U. S. Steel
18 or Safeway or Woolworth or other people who use the same sort of
19 services. We furnish them with drivers. The Company in the
20 interest of delivery and efficiency and economy, they are the ones
21 who have control over what goes into what truck and where the
22 truck is going.

23 Gentlemen, in summary, at this point I would like to say
24 that the Company never had a real long-haul operation before
25 1969 and now they have it and it is getting larger by the day
26 and so far as we are concerned, as I say, it is my position that

1 the shipper, whether it be Crown Zellerbach or some other com-
2 pany, has the control over the methods and the use of equipment
3 and men in a company such as mine that only supplies drivers,
4 and in the case of a leasing company who only supplies trucks.
5 They have no responsibility over them and to hold otherwise it
6 seems to me to say that once a company, whether it be Crown
7 Zellerbach or somebody else, rents equipment and acquires
8 drivers and then signs a contract with the Union, to say that
9 they could never change their operation even in the interest of
10 efficiency and economy would be an improper decision, because
11 business has to survive on an economic basis or the whole thing
12 will fall apart.

13 We have no desire to put anybody out of work up at Local
14 315 but in the interests, as I say, of efficiency and economy
15 as the company has indicated to me, that is why they have used
16 common carriers on some of these runs. It is cheaper, say, to
17 hire a common carrier, P.I.E., Intermountain, or, you name it,
18 and put a load on their truck and send it down to Fresno and
19 then you are through with it, than to have one of their own
20 trucks go down to Fresno and come back empty.

21 At that point, gentlemen, I have to rest.

22 MR. KING: Let me ask you a question.

23 You have a Contract with 315?

24 MR. WARD: Right, sir.

25 MR. KING: You signed what with 315? Local Contract or
26 over-the-road?

1 MR. WARD: Local.

2 MR. KING: You have a local pickup and delivery Contract
3 signed with Local 315?

4 MR. WARD: Yes.

5 MR. KING: The exclusions that you have in your lease with
6 Zellerbach are they included in 315's Contract? What I am trying
7 to say, Mr. Van Ward, is that your statement makes economic
8 sense, your statement of business surviving and having a right
9 to change to survive, economically makes sense, but the Contract
10 that you signed with 315 does not prohibit you to do that? What
11 I am trying to say to you is that 315 is taking the position
12 that they have a Contract with Van Ward. They really don't care
13 what transpires between you and the company. They could care
14 less. So this puts you in an embarrassing position because what
15 they are saying to you that you have to recognize your agreement
16 with Zellerbach, you have recognized by your signature thereto
17 that they have a right to choose the mode of transportation.
18 But the Union is saying to you, "We don't care what you do with
19 Zellerbach, we are saying if you leave our guys sit home we
20 expect you to pay them under the Contract." This is what they
21 are saying.

22 Let me ask you something.

23 He made a statement that these people worked for thirteen
24 years over there. Who did they work for prior to the thirteen
25 years?

26 MR. WARD: I don't really—

1 MR. DAVIS: Western Manpower.

2 MR. WARD: I came into the picture in 1969.

3 MR. DAVIS: Western Manpower supplies labor like these were
4 supplied.

5 MR. KING: Wait. Did Western Manpower have anything to do
6 with Van Ward?

7 MR. DAVIS: No. They had a Contract with Crown but signed
8 with 315 under the local pickup and delivery Contract.

9 MR. KING: When did you sign a Contract with 315?

10 MR. WARD: Roughly February of 1969.

11 MR. KING: Then your only obligation to the employees of
12 315 are from 1969? They only hold seniority from that date?

13 MR. DAVIS: No.

14 MR. WARD: We made arrangements at the time we took over
15 this operation that we would recognize the seniority of the men
16 who had worked for the previous employers. They have seniority
17 back.

18 MR. KING: Who did you make that deal with? 315?

19 MR. WARD: Yes, everybody involved.

20 MR. KING: When you took over?

21 MR. WARD: Yes.

22 MR. KING: But your Contract with them is local?

23 MR. WARD: Yes sir.

24 MR. KING: Let me ask you something.

25 The claim that Joe has now with B & J Trucking and they
26 pull loads from Crown Zellerbach, where did they go? Where did

1 they deliver these specific dates? Do you know offhand where
2 they delivered?

3 MR. WARD: I don't know.

4 MR. DAVIS: Do you want the record?

5 MR. KING: Do you know?

6 MR. DAVIS: 4-20; 4-21; 4-24; 4-28.

7 MR. LAWLOR: And I think 5-8.

8 MR. KIRBY: The days are listed in your grievance, I think,
9 Joe. There is no local grievance.

10 MR. DAVIS: Excuse me one minute. I will give you the
11 exact dates and where the loads went—where the loads came from
12 and everything.

13 MR. KIRBY: May I ask one question?

14 On your original grievance you named five dates from 4-20
15 to 5-14. Do those dates cover work that was farmed out locally?
16 In other words, work that was covered under your local pickup
17 and delivery Contract?

18 MR. DAVIS: Well, Hills Brothers Company, two trailers, San
19 Francisco.

20 MR. KIRBY: That is local?

21 MR. DAVIS: It is. Four men were off.

22 Another one, they went to Zellerbach, San Francisco, B & J
23 hauled it off. Four men are off all this time. While four men
24 are off there is four tractors parked against the fence.

25 MR. KIRBY: We are not trying to dispute that. We are ask-
26 ing, is the work that you are claiming on these days covered

1 under your local Contract?

2 MR. DAVIS: Always.

3 MR. KING: Every day.

4 MR. KIRBY: My question to you, I am distinguishing between
5 the local pickup and delivery Contract and the over-the-road.
6 If you are not signed to the over-the-road, as I understand your
7 presentation, you have no over-the-road Agreement with Van Ward
8 Service.

9 MR. WARD: No. I have it with 468.

10 MR. DAVIS: What Mr. King said a moment ago, we don't care
11 other than the local pickup and delivery on this claim, that is
12 all we care about, but we really care about Van Ward. The thing
13 that happened there was a lack of communication between Van Ward
14 and 315. Van Ward went to another Local even though he knew it
15 was going to affect work in 315, and never communicated with
16 315 whatsoever in regards to a line Contract in May of 1969.

17 MR. KING: That is another case.

18 MR. DAVIS: OK.

19 MR. KING: You were talking about the cases that you have
20 filed now against 468 for dropping and picking up. That is some-
21 thing else.

22 MR. DAVIS: On each one of them days that the men were laid
23 off they were not laid off as prescribed under the Contract.

24 MR. KING: These days?

25 MR. DAVIS: On every one of these days these men were not
26 laid off as prescribed in the Contract.

1 MR. KING: Let me ask you for how long have you fellows
2 been there?

3 MR. LEMANA: Thirteen years.

4 MR. KING: You are a good man to ask this question.

5 In the past, prior to Van Ward's Service, '69— '69 you
6 said?

7 MR. WARD: Yes sir.

8 MR. DAVIS: January 1969.

9 MR. KING: Prior to January of 1969 you were with—

10 MR. LEMANA: Western Trucking Manpower.

11 MR. KING: How long were you with Western Trucking Manpower?
12 Did you ever work directly for Zellerbach?

13 MR. LEMANA: No. Before that with Merchants Express.

14 Western Trucking Manpower about three years. Roughly three years.

15 MR. KING: They took it from Merchants?

16 MR. DAVIS: Pincus was after.

17 MR. KING: Prior to Van Ward did they have a local Contract?

18 MR. DAVIS: Yes, and a short-line.

19 MR. KING: Did they ever let anybody set and run around you?

20 MR. LEMANA: No.

21 MR. KING: All the three years Pincus had the operation
22 locally?

23 MR. DAVIS: Never have.

24 MR. KING: Was there any understanding that the Zellerbach
25 Company controlled the flow of dispatch?

26 MR. LEMANA: They always dispatched us. Even Merchants

1 Express. It was still a man from Zellerbach that dispatched us.
2 I mean as far as whatever Contract that they had signed we don't
3 know anything about that.

4 MR. KING: Merchants Express covered a multitude of sins.
5 They could work you under the Merchants Express system if they
6 didn't have work at Zellerbach the guy called, the dispatcher.
7 You got paid from the same carrier.

8 MR. LEMANA: We never had any problem of some outside
9 carrier coming in and hauling the stuff.

10 MR. KING: Are you aware that the statement that he makes
11 that they have changed their operation and have in the last
12 couple of years gone to delivering by truck further distances—
13 what he just said if you listened to him real close, that the
14 Company has revamped their delivery service to get away from
15 rail to expedite quicker delivery service, and of course economic
16 delivery and have gone to truck as they are getting more loads
17 going further by truck in the last two years, in the thirteen
18 years you were there?

19 MR. LEMANA: Well, they just started in about this year
20 after the first of the year.

21 MR. DAVIS: 2/23/70 they started, this year.

22 MR. LEMANA: I am just his helper, but one day I had a con-
23 versation with the fellow that is dispatching there and my con-
24 versation there with him was just like this.

25 I asked him, I says, "My way of thinking, of doing this,
26 the proper way of thinking of doing it, I would contact the

1 Unions involved, 315, Local 70, 85 or whatever Unions that were
2 going to—that this over-the-road was going to involve, because
3 they were going to go in there and pick up loads at Antioch."

4 I said, "I think that you wouldn't have the problem that
5 you are going to have due to the fact that you never contacted
6 anybody." We didn't do anything about it. None of us drivers
7 knew anything about it until they started coming in and hauling
8 the loads out.

9 MR. KING: Did you answer my question? Prior to that did
10 they ever do it?

11 MR. LEMANA: No.

12 MR. KING: Shipped by some other mode of transportation?

13 MR. LEMANA: Right.

14 MR. KING: So his statement is true that they revised the
15 whole system?

16 MR. LEMANA: But as far as over-the-road stuff, well, dif-
17 ferent carriers coming there, P.I.E.—

18 MR. KING: I can understand that. It is strictly economic
19 again because the tariffs have been increased and naturally they
20 are not going to go to a for-hire carrier and pay, for example,
21 a load to St. Louis, Missouri that they can get Van Ward or
22 George King or Joe Davis to supply manpower and haul the same
23 particular load by using a leased truck to St. Louis, Missouri,
24 for \$300 cheaper, especially when you are talking about thousands
25 of loads, probably.

26 I wanted to ask that question so that in my mind I know.

1 MR. DAVIS: I have Mr. Kirby's answer now.

2 One of the days the truck—while one of our men up to four
3 men were sitting off went to Valley Paper, Madera, Fresno, Moore
4 Airbase, Fresno, Payless, Fresno, Long's, Fresno—and this was
5 out of the converting plant in Antioch where these days they are
6 doing it all the time. That was 5/14.

7 Another one, six trailer loads of knocked-down cartons from
8 Gaylord Container for the Bay Area. These are all loads we
9 normally haul—all loads were hauled by B & J Trucking on 5/14.

10 One guy that day—I figure one guy can't haul five loads.

11 Another load went from Antioch to Zellerbach in South San
12 Francisco and the tag is 7848. That is on 4/21.

13 On 4/24 they took another load from Antioch to Standard Oil,
14 Richmond. That is 315's jurisdiction.

15 MR. KING: Who took that?

16 MR. DAVIS: B & J.

17 MR. KING: You can't say that is not only 315's jurisdiction.
18 315's jurisdiction is also San Francisco.

19 MR. DAVIS: I mean—

20 MR. KING: You are talking about the Joint Council?

21 MR. DAVIS: That is strictly within the Council.

22 MR. KING: That is still your jurisdiction.

23 MR. DAVIS: He asked what days.

24 MR. KING: San Jose to Fremont would be your jurisdiction.

25 MR. DAVIS: 4/24, San Francisco Lease Company, which I say
26 is Van Ward Service.

1 On 4/24 San Francisco Lease Company to Antioch empty and
2 went to Anderson and back to San Francisco, or Oakland, wherever
3 they are based.

4 MR. KIRBY: Right outside of Redding.

5 MR. DAVIS: This is what we have normally done historically
6 for the past thirteen years. Our contention is that these com-
7 panies, whoever they are, San Francisco Lease or whoever, come
8 into our area empty, drop boxes, pick up loaded freight that
9 originates in Contra Costa County and deliver it with these guys,
10 have been doing it, while our men have been sitting home and
11 equipment right there to do the work.

12 MR. HOFFMAN: May I ask you a question, Joe?

13 MR. DAVIS: I wasn't finished, but go ahead.

14 MR. HOFFMAN: I am talking about the Contract, Joint Council
15 7 Contract. You have a Contract with Van Ward Service?

16 MR. DAVIS: Right.

17 MR. HOFFMAN: Let me ask, the drivers, either wile Van Ward
18 took this over from— What do you call it?

19 MR. WARD: Western Manpower.

20 MR. HOFFMAN: How did they dispatch you guys out every day?
21 Dispatch you to Zellerbach paper?

22 MR. DAVIS: From Zellerbach to different points.

23 MR. ALOISE: They are based at Zellerbach.

24 MR. DAVIS: Antioch.

25 MR. KING: He explained his position real good. All he is
26 is a manpower furnisher. He handles the payrolls. It is very

1 simple.

2 Let's go off the record.

3 (Remarks outside the record.)

4 MR. KING: Back on the record.

5 MR. WARD: If I may clear up one point, there is no such
6 company as San Francisco Lease Company. Mr. Davis and his group
7 have that confused with Local 468. There is no such company as
8 San Francisco Lease.

9 MR. DAVIS: When you call Mr. Davis in a group, say, "Mr.
10 Davis and his members."

11 MR. WARD: Mr. Davis and his members.

12 MR. KING: Any other questions? Anything you want to put
13 in the record?

14 I don't want to preclude anybody from making a record.

15 MR. McINTOSH: I have some bills here that came right out
16 of the mill referring to San Francisco Lease. Everyone is signed
17 by the dispatcher.

18 MR. DAVIS: Up at the top right-hand corner—whether Mr.
19 Van Ward objects to this—he told Mr. Lemana and Mr. McIntosh
20 and myself, "Please don't mention that word "San Francisco
21 Lease." "It is all the same outfit."

22 I told these two men after we left him, I said, "See?
23 There is no San Francisco Lease."

24 They said, "The hell there isn't!"

25 I will prove to you there it is in black and white.

26 MR. WARD: It is Local 468.

1 MR. KIRBY: What do you mean?

2 MR. WARD: The dispatching office up there apparently uses
3 the terminology "San Francisco Lease" for a long-haul operation
4 where the 468 drivers are going to come up there.

5 MR. KIRBY: It is Van Ward Service long-haul operation?

6 MR. WARD: Right. The terminology is confusing.

7 MR. KIRBY: That is clarified?

8 MR. WARD: It is clarified to me.

9 MR. KING: Anything else?

10 MR. LEMANA: One question.

11 He has a Contract with 315 for local pickup and delivery
12 service and a Contract signed with Crown Zellerbach stating they
13 can do what they want over there as far as drivers are concerned.
14 What protection do we have, the drivers themselves? I can't see.
15 I don't see what protection we have.

16 MR. KING: Off the record.

17 (Remarks outside the record.)

18 MR. KING: Back on the record.

19 MR. DAVIS: It is the Union's position we had men and equip-
20 ment off when the Company brought this outfit in.

21 MR. KING: We understand your position.

22 Anything else? Excuse the parties.

23 (Executive session.)

24 MR. KIRBY: Make a motion that the position of the Union be
25 upheld.

26 MR. KING: All in favor say "Aye."

1 (Response.)

2 Opposed?

3 (Response.)

4 MR. KING: Deadlocked.

5 MR. KIRBY: Then shall we make the statement that under the
6 provisions of the newly negotiated National Master Freight Agree-
7 ment, this case is moved to the National Committee.

8 (End of Executive session.)

9 MR. KING: Read the motion to the parties.

10 (Record read.)

11 MR. KIRBY: So we are clear on this, when you signed this
12 Contract with Local 315 you signed a National Freight Agreement?

13 MR. WARD: Yes.

14 MR. KING: For local pickup and delivery.

15 MR. WARD: The green book.

16 MR. DAVIS: You signed a white book, too. Go ahead.

17 MR. WARD: Yes.

18 MR. KING: That is the National Master Agreement.

19 MR. KIRBY: The Company also signed the National Master.

20 MR. KING: Take all of the material that you have in your
21 case and all your past history and put it together in a letter
22 and send it to the National Committee at 25 Louisiana Avenue,
23 Northwest, Washington, D.C. This case will be heard on September
24 24. That is the next hearing. September 24. The case is
25 decided on the transcript. Anything that is pertinent in this
26 transcript—a copy of this transcript will go back to Washington,

1 D.C.

2 MR. KIRBY: If you want to brief your case, you have that
3 opportunity.

4 MR. KING: Anything you want to brief you should make what-
5 ever statements you want to make into that transcript because
6 when a decision finally comes up out of Washington, the decision
7 will have a copy of this transcript and a copy of the transcripts
8 in Washington.

9 MR. DAVIS: Can I ask a question?

10 MR. KING: Yes.

11 MR. DAVIS: The first part of the claim of the Union is
12 allowed?

13 MR. KING: Upheld. We made a motion it be upheld. It was
14 deadlocked.

15 MR. DAVIS: Now it is going back to the National Committee
16 and they will resolve that?

17 MR. KING: Yes.

18 Off the record.

19 (Remarks outside the record.)

20 MR. KING: Put whatever you want into the record.

21 MR. DAVIS: I am adding this letter to it, asking 315
22 should have got the same opportunity as members of 468 and 70
23 got.

24 MR. KING: What did they get that you didn't get?

25 MR. DAVIS: They were given the opportunity to go on the
26 line, run the work that originated in 315 that 315 wasn't given.

1 I am leaving the home letter with her. She can mail it to me
2 with the transcript.

3 MR. WARD: Have you finished talking?

4 MR. DAVIS: For right now.

5 MR. WARD: If we are going to file a brief, there are
6 several dates of shipments that we talked about. I would like
7 the opportunity to conclude.

8 MR. KING: Get the address from the young lady and mail it
9 to her. Anything you want mailed back she will mail back to you
10 after she copies it.

11 MR. KING: Anything else anybody wants to put in? If not,
12 everybody is excused.

13 MR. WARD: One last question. This thing is heard on the
14 transcript? There is no oral argument? It is just the tran-
15 script?

16 MR. KING: No oral argument unless you get a letter asking
17 you to attend to supplement anything they haven't got. If there
18 is something they don't understand they may call the Local Union
19 or your office and say, "What about this?"

20 You should write a complete resume' of your position and mail
21 it with the case number to the International Union and he should
22 do the same thing.

23 MR. DAVIS: We can settle this before it goes back?

24 MR. KING: Absolutely.

25 — — —

26

1 CASE NO. 8-70-5503 AUGUST 11 1970 4:00 P.M.

2 LOCAL 85, San Francisco, California, and

3 PACIFIC MOTOR TRUCKING

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL:

EMPLOYER PANEL:

6 ROY WILLIAMS, Chairman

GORDON KIRBY

7 GEORGE KING

CHARLES LAWLOR

8 FRED HOFFMAN

ELMER PRESTON

9 SERGEANT-AT-ARMS: Roy Nunes

10 WILLIAM HILDEBRAND appeared on behalf of the Employer.

11 TOM ANDRADE appeared on behalf of the Union.

12 - - -

13 CHAIRMAN WILLIAMS: Local 85 and Pacific Motor Trucking,
14 Case No. 8-70-5503.

15 MR. KIRBY: This is the case where the Company abolished
16 the graveyard shift at Redwood City, is that correct?

17 MR. ANDRADE: Yes.

18 I didn't file this, but during the problem they had at Los
19 Angeles they had—although we don't have any—two separate
20 seniority lists—between San Francisco and— We don't have two
21 separate lists between—

22 MR. HOFFMAN: One seniority list?

23 MR. ANDRADE: One list.

24 MR. KIRBY: Between Redwood City and San Francisco?

25 MR. ANDRADE: We feel that under normal circumstances maybe
26 the man wouldn't have a claim but under the circumstances where
they could have turned around and brought the man up to San

1 Francisco that they should have been brought up to San Francisco.
2 Just what it says here. It says "Senior man was moved from
3 graveyard shift at Redwood City when this shift was abolished.
4 The Union feels he should have been given the opportunity to
5 bump into swing shift position at the San Francisco terminal,
6 which is held by a junior man."

7 In essence what we are saying here, the fact is it is all
8 one seniority list, that under the provisions of the new agree-
9 ment he would have to be off the block eight hours. At that time
10 even a man had more than eight hours—fact, he had 24 hours, we
11 feel that the man should have had the opportunity to come up
12 here where his rate of pay was.

13 Now for clarification I don't know whether the man was paid
14 the lowest rate of pay after they abolished the job down there
15 for the time being. Since then this man has bid a hostler's job
16 I think in San Francisco—correct me if I am wrong—in the
17 proper spot, so that at the present time there is no problem.
18 The problem is that the man lost that rate of pay down below
19 while there was a junior man working up here doing the same kind
20 of work.

21 MR. PRESTON: Your grievance is for shift differential pay
22 from day to night?

23 MR. ANDRADE: If he wasn't paid this rate of pay.

24 MR. PRESTON: You don't know whether he was or not?

25 MR. ANDRADE: I don't know. The Company knows whether he
26 was.

1 CHAIRMAN WILLIAMS: Why don't you file a grievance if you
2 don't know?

3 MR. ANDRADE: I just told you that I didn't file this.

4 CHAIRMAN WILLIAMS: Who filed this?

5 MR. BERNARDI: Baker did.

6 MR. WILLIAMS: Where is Baker?

7 MR. BERNARDI: We understood he is going to withdraw but
8 we see it is still on the agenda.

9 CHAIRMAN WILLIAMS: Tom presented his case. Go ahead and
10 present yours.

11 MR. HILDEBRAND: As Tom stated there is a common seniority
12 list between Redwood City and San Francisco but there is an
13 agreement on each terminal cover vacation reliefs, the people
14 working in the terminal. The junior man in San Francisco at
15 this time was hostling on the swing shift, was covering a vaca-
16 tion relief when this abolishment of the Redwood City midnight
17 shift took place. This abolishment took place prior to the new
18 Agreement, before the new Supplement went into effect. So there-
19 fore they abolished this and this was not just due to the con-
20 troversy or the strike that was taking place in Los Angeles.
21 This shift was abolished and still is abolished. There still is
22 no midnight shift in Redwood City. Mr. Hoffert was offered a
23 job in Redwood City where his seniority would fit on the day
24 shift rather than being allowed to come up and bump a swing—
25 junior swing hostler covering vacation relief. This is an agree-
26 ment that the Company has with the Union at this time.

1 CHAIRMAN WILLIAMS: Who do you have that agreement with?

2 MR. HILDEBRAND: With Mr. Baker.

3 CHAIRMAN WILLIAMS: Do you know how many days he is claim-
4 ing? How many days differential?

5 MR. HILDEBRAND: No. I believe one or two weeks vacation.
6 I don't know the exact number of days he is claiming for.

7 MR. BERNARDI: If I may interject, the whole thing revolves
8 around him wanting to bump this junior man filling in for a
9 senior man on vacation. At the time of the abolishment of the
10 midnight shift this junior man happened to be holding down the
11 vacation relief job and this senior man Hoffert didn't have a
12 bump into his job because of the junior man holding down the
13 vacation relief job in San Francisco. That is what it boils
14 down to.

15 CHAIRMAN WILLIAMS: But on the other hand because a junior
16 man is holding down a senior man's position, if you are going to
17 have a layoff where there is going to be a knock-down doesn't
18 preclude a man with seniority to get the higher job.

19 MR. BERNARDI: Under normal circumstances except for the
20 agreement.

21 CHAIRMAN WILLIAMS: But because of a shutdown or something,
22 I think this enters into the thing.

23 MR. HILDEBRAND: No. There was no lay off of personnel.
24 It was just a shutting down of the midnight operation and these
25 people then went to the day operation. There was no layoff of
26 any personnel. As far as layoff is concerned seniority prevails.

1 CHAIRMAN WILLIAMS: Did the man come in? he asked you.

2 He wanted to bump—

3 MR. HILDEBRAND: Said he wanted to bump the junior man. He
4 was told this was not allowable per the agreement, that there be
5 no bumping on vacation relief.

6 I don't know whether Tom is familiar with this agreement.

7 MR. LAWLOR: Are you aware of the agreement?

8 MR. ANDRADE: There isn't this kind of an agreement. The
9 agreement they are saying here in essence doesn't enter into it.
10 What they have done—in fact, I think awhile back up at the
11 other hotel—in fact, I think Roy Williams sat in on one of
12 PMT's cases similar to this—was that they took their overtime
13 Saturday and Sunday at that time and they had agreed that the
14 people down at Redwood City would turn around and rotate this
15 down there and the people up here would rotate their overtime on
16 Saturday and Sunday. But you couldn't very well turn around and
17 say at 5:15, "Andrade is going off the clock in Redwood City and
18 we are going to turn around and have him travel to Redwood City—
19 come to the San Francisco terminal and work an hour and a half."

20 This is not the case here. The case here is the Company
21 turned around and says there was, on account of their labor
22 problem in Los Angeles—the filing here even says it was on
23 account of this and I think that the California Truckers are the
24 ones that sent this letter in.

25 MR. KIRBY: Those are the minutes.

26 MR. KING: Did Baker present this case on the lower level?

1 MR. BERNARDI: Yes, he did.

2 MR. KING: If he was going to withdraw it why did he present
3 it?

4 MR. BERNARDI: I couldn't answer you, George.

5 MR. KING: You make the statement that he was going to with-
6 draw it. Tom says that isn't the case. You don't know what
7 case you are filing for yet. He presented the case at a lower
8 level. It doesn't make sense.

9 MR. BERNARDI: It is evidently the same as 5502. It came
10 directly here.

11 MR. ANDRADE: This one didn't come directly here.

12 MR. BERNARDI: I assumed it was heard on a lower level.

13 MR. KING: It wasn't.

14 MR. ANDRADE: It was.

15 MR. HOFFMAN: It says based on the facts presented the
16 claim of the Union is denied on a local level.

17 MR. BERNARDI: I don't think that means much.

18 MR. HOFFMAN: But it was heard.

19 MR. BERNARDI: It is the same thing except it was heard on
20 a lower level.

21 MR. KIRBY: 5502 was heard at the lower level by the Joint
22 Council 7 Pickup and Delivery Committee.

23 MR. KING: Who presented it for your Company?

24 MR. ANDRADE: Whitey Menges.

25 MR. KIRBY: The man that presented this case we are looking
26 at for your Company right now is the man who runs your Redwood

1 City terminal, an Italian boy.

2 MR. KING: 5503?

3 MR. KIRBY: 5503?

4 MR. KING: Who presented 5502? They say this wasn't pre-
5 sented on a local level.

6 MR. KIRBY: Here are the minutes on both cases from the
7 local level.

8 CHAIRMAN WILLIAMS: It had to have been heard.

9 MR. KING: Did Baker present both of these cases on a local
10 level?

11 MR. BERNARDI: The other one involves San Francisco.

12 MR. KING: He wouldn't have presented that one?

13 MR. HILDEBRAND: 5503 I believe Mr. Baker presented. I
14 think it was Ray Pellari—

15 MR. KING: 5502, O'Donnell.

16 MR. KIRBY: 5502 is not your case. It is labeled PMT but
17 it should be Personnel and Maintenance Service. That is not your
18 company.

19 MR. BERNARDI: Getting back to 5503, may I suggest we post-
20 pone this thing, Mr. King?

21 MR. KING: I don't care. It is up to the Union.

22 MR. ANDRADE: I don't think there is any reason for post-
23 ponement for the simple reason that the only time that it was—
24 I presented it here—as I said before this man has been placed
25 in his proper spot since then and therefore there is no—

26 MR. BERNARDI: One day's pay, Tom.

1 MR. ANDRADE: I couldn't tell you whether it is one day's
2 pay.

3 MR. KIRBY: Do you want me to read the original filing by
4 Baker? The Company did include the dates April 27 1970 to May
5 25 1970, used junior man, James Gaffert, San Francisco terminal
6 while Mr. Hoffert had job abolished. Employer position regard-
7 ing facts in this case unknown. Relief being sought, offer to
8 be compensated at applicable rate of pay while junior man worked
9 in San Francisco.

10 At the hearing the Union was requesting that the man be
11 paid ten percent differential because Hoffert was the night shift
12 hostler and PMT moved him for this period of time to the day
13 shift hostler job at Redwood City.

14 MR. KING: All he is claiming is ten percent?

15 MR. KIRBY: Ten percent. He worked every day.

16 MR. KING: It is tough to make a decision on cases where
17 the Union doesn't put down how much money they are claiming or
18 nothing. How could you hear them on a local level?

19 MR. ANDRADE: George, let's not go all over the lot here.
20 The filing here on these cases if you notice it was filed right
21 and we filed them right. The only thing here— If you want to
22 postpone it I could care less. The facts before us here as far
23 as the days are concerned, if you make a decision for us, it
24 would have to be that the days that this took place, that the
25 man be paid. I can't see there is any crime there.

26 MR. KING: The only thing is, Tom, when you first presented

1 the case you say "This is not my case, but this is the way it
2 was filed," and you presented it to the Company. My understand-
3 ing Mr. Baker indicates he was to pull the case out.

4 MR. ANDRADE: Why are they sitting here hearing it?

5 MR. KING: I assume they thought the case would never get
6 here.

7 MR. BERNARDI: That is right.

8 MR. KING: If your filing is correct and this is what he is
9 asking for you couldn't even have one day. All you have is ten
10 percent premium for the day.

11 MR. ANDRADE: Whatever day this participated.

12 MR. HOFFMAN: It is a month, George.

13 MR. BERNARDI: Vacation relief.

14 MR. KING: It is not a day's pay, it is ten percent premium.

15 MR. HOFFMAN: For the month he was in the place, April and
16 May.

17 MR. BERNARDI: April 27 to May 25th.

18 Our position is on vacation relief he could not bump in
19 there even though there is a junior man because the junior man
20 under the agreement was replacing a senior man on vacation.

21 MR. KING: What agreement?

22 MR. HILDEBRAND: No relief bumping.

23 MR. HOFFMAN: A casual out of the Hall, not a regular
24 employee, just a casual out of the Hall.

25 MR. HILDEBRAND: Vacation relief law is not vacation.

26 Vacation covers their own vacations and Redwood City covers their

1 own vacations.

2 MR. KING: Did you have some kind of an understanding with
3 Baker?

4 MR. BERNARDI: Yes sir. I understood that this case would
5 not be heard because of this agreement.

6 MR. ANDRADE: For purposes of argument—

7 MR. BERNARDI: If I am wrong I will pay ten percent.

8 MR. ANDRADE: Postpone it. I could care less.

9 MR. KING: Let's do this. He just made the statement—he
10 just made a real broad statement that his understanding with
11 Baker was that they had this case settled and if he is wrong and
12 it isn't his understanding with Baker is not such, he will pay
13 ten percent.

14 We will just postpone it and you guys go settle it.

15 MR. BERNARDI: Either Baker found out this vacation relief
16 was wrong—

17 MR. KING: We will postpone it and hold jurisdiction until
18 you report next trip.

19 CHAIRMAN WILLIAMS: Which would be the simple way to settle
20 it anyway.

21 (Hearing concluded; matter postponed.)

22 — — —

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26

1 CASE NO. 8-70-5509

AUGUST 11 1970

4:20 P.M.

2 LOCAL 315, Martinez, California, and

3 PACIFIC MOTOR TRUCKING

4 SPECIAL JOINT COUNCIL #7 COMMITTEE

5 UNION PANEL:

EMPLOYER PANEL:

6 ROY WILLIAMS, Chairman

GORDON KIRBY

7 GEORGE KING

CHARLES LAWLOR

FRED HOFFMAN

ELMER PRESTON

8 SERGEANT-AT-ARMS: Roy Nunes.

9 APPEARANCES:

10 WILLIAM HILDEBRAND appeared on behalf of the Employer.

11 VINCE ALOISE appeared on behalf of the Union.

12 - - -

13 MR. KING: Local 315 versus Pacific Motor Trucking, claim
14 for pay when men were improperly laid off.

15 MR. ALOISE: This case is filed in behalf of members Carlott,
16 Benzler and three or four other drivers.

17 "At 6:15 a.m. the 3rd of April 1970 I was notified not to
18 report for work that day by telephone. They called at 6:15 in
19 the morning. It was never notified by posting or letter the
20 night before that we were not to report to work. Wish to file
21 for day's pay for the 3rd of April 1970."

22 That is Earl Carlott.

23 Benzler—B-e-n-z-l-e-r—and other drivers is what they have
24 got here. That is it in a nutshell.

25 MR. HILDEBRAND: That is exactly what happened as Vince
26 pointed out.

1 There are other circumstances that took place that brought
2 this about.

3 On April 1st there was a—Local 468 went on strike against
4 PMT at midnight. And on the 1st of April—we have exactly
5 twelve men in our Richmond Local, our seniority list, and all
6 twelve of these men worked the 1st of April. But prior to the
7 ending of their shift the bottom six were laid off. There was
8 posting of a layoff for these for April 2nd.

9 The other men were told to report to work at the Ford Motor
10 warehouse, we have work there that we perform, and on April 2nd
11 these men did perform this work. They made their deliveries and
12 they accomplished all the deliveries that we had available and
13 what pickups. During the course of the day of April 7 Local
14 468 pickets were removed and our main terminal Local did not go
15 to work. We anticipated going to work at midnight on the 3rd.
16 We did not layoff any other employees at Richmond although we
17 were completely out of work. We had no further work for them
18 to perform. We were under the understanding we were going back
19 to work at midnight, at 8:00 o'clock in the morning we would
20 have further work for these people to perform. But at midnight
21 on the 3rd Local 70 posted picket lines at our operation in
22 Oakland. We were closed down again.

23 At that time I was called over in Oakland and we went over
24 what we had, what we could do with these people in Richmond. We
25 knew we had these people coming to work, there was nothing before
26 them, no further work for them to do on the 3rd.

1 I myself did call these people and started to call at 6:00
2 o'clock. By 6:15 I had contacted Mr. Kenny Pool, Mr. Carlott,
3 Mr. Giambuchi. Mr. Goss was off sick on the 2nd so he wasn't
4 contacted. Mr. Benzler, Mr. Spears, they were all contacted
5 and told because of the picket line that was put up at 12:00
6 o'clock on the 3rd we had no further work for them.

7 These were the circumstances.

8 I realize that we did not accomplish, did not follow the
9 procedure set forth in the Contract, but I feel that under the
10 circumstances it was impossible for us to know that we were
11 going to have another strike by Local 70 at midnight of the 3rd.
12 Our understanding was Local 468 pickets had been removed approxi-
13 mately at 10:00 o'clock on the 2nd we would be back into opera-
14 tion and have work for these men to perform on the 3rd. That
15 is why they were called rather than notified by posting of a
16 notice.

17 That is our case.

18 MR. KING: Any questions by the Panel?

19 Vince, any rebuttal?

20 MR. KIRBY: When did you start calling?

21 MR. HILDEBRAND: I started calling at 6:00 a.m. on the 3rd.
22 Meantime between posting of the pickets, a little after mid-
23 night, by the time I got to the terminal I tried to determine
24 just what was going to go on and whether the pickets would
25 possibly be removed, so by 6:00 o'clock we could see there was
26 going to be no settlement of this thing, at least the next few

1 hours, so we called these people.

2 MR. KIRBY: Did any of the men that you reached report to
3 work at Richmond at 8:00 o'clock?

4 MR. HILDEBRAND: Not that I know of. We don't have super-
5 visors at our Richmond terminal. The men report to work and
6 call in to the dispatcher for their assignment—no supervisors
7 on duty.

8 MR. KING: They call to Oakland?

9 MR. HILDEBRAND: Certain men report to the warehouse, other
10 men report to Richmond, depending—some of them call at the
11 piggyback ramp for assignment, the other three call the terminal
12 for their assignments.

13 MR. KIRBY: Did they call for their assignments on the 3rd?

14 MR. HILDEBRAND: Not that I am aware of. I contacted them,
15 told them they would be laid off during the strike and to con-
16 tact their Union representative to find out what was going on.

17 MR. ALOISE: In rebuttal, the Ford Plant which Bill was
18 talking about is a load-and-delivery situation just about day-
19 by-day—almost an everyday thing. This is where these men were
20 working. The lower seniority men were laid off by posting but
21 these top five or six men that he mentioned were at Ford on the
22 2nd loading and delivering. I still say the work was there,
23 there was no picket there and they could have come to work.

24 That is my rebuttal on that.

25 MR. HILDEBRAND: On the 3rd, at that time we didn't have any
26 trucks loaded to deliver for the 3rd. We had nothing loaded. In

1 fact I believe it was approximately 8:30 or quarter to 9:00 on
2 the 3rd I had a call from Mr. Oberly, the manager of the Ford
3 Plant, saying there was pickets in front of his place, to get
4 our equipment out of his yard so other carriers would come in
5 and we dispatched two supervisors to take our equipment out and
6 take it over to Richmond.

7 MR. LAWLOR: At what time?

8 MR. HILDEBRAND: 8:30, quarter to 9:00 in the morning. We
9 did not have anything preloaded because we took all the equip-
10 ment over and parked it in our Richmond depot to get it out of
11 there so other carriers could come into the Ford Plant. Normally
12 as Vince says, we do deliver out of Ford.

13 MR. ALOISE: Load and deliver.

14 MR. HILDEBRAND: We had not preloaded anything the night
15 before.

16 MR. ALOISE: As far as the pickets on this day, I couldn't
17 identify them.

18 MR. KING: Was there a picket?

19 MR. ALOISE: I had no firsthand knowledge. I heard there
20 was a picket there. That could have been anybody, 70, 469. To
21 this day nobody has identified him to me what kind of a sign
22 he had, if he had a sign or if it was a hippie. I don't know to
23 this day.

24 MR. KING: Any questions of either side? Anybody else want
25 to make a rebuttal? A statement?

26 CHAIRMAN WILLIAMS: Excuse the parties.

1 (Executive Session.)

2 MR. LAWLOR: Based on the facts of this case, that the
3 Company had no control over the work stoppage by other unions
4 outside of Richmond, the Union's position be denied.

5 (Motion duly seconded.)

6 (Motion carried.)

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DBH:
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79

1 CASE #8-70-5502

AUGUST 12, 1970

9:41 A.M.

2 - - -

3 LOCAL 85, SAN FRANCISCO, CALIFORNIA, and
4 PACIFIC MOTOR TRUCKING

5 JOINT COUNCIL #7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

GORDON KIRBY
CHARLES J. LAWLOR

9 - - -

10 CHAIRMAN WILLIAMS: Let's go on the record in Case #8-70-
11 5502. Local 85, San Francisco, California, and Pacific
12 Motor Trucking.

13 Since the parties aren't here, it is the intention of
14 this Committee that this case be postponed.

15 - - -

9/16/70
make copies
for Nunes
Van Bourg file
per Nunes
CS

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CASE IN RE: AUGUST 12, 1970
ARTICLE 8, SECTION 3(b)

10:02 A.M.

LOCAL 70, OAKLAND, CALIFORNIA, and
RINGSBY TRUCK LINES

JOINT COUNCIL #7 COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROY WILLIAMS, Chairman
GEORGE KING

GORDON KIRBY
CHARLES J. LAWLOR

APPEARANCES:

RODNEY G. LOCHMILLER, JAMES C. EGAN, ROBERT HOLDER
and GARY RINGSBY appeared on behalf of the
Employer.

ALEX LEISHMAN and ROY NUNES appeared on behalf
of Local 70.

CHAIRMAN WILLIAMS: On the record.

I would like to read a letter from the Union Chairman
of the National Negotiating Committee, Frank E. Fitzsimmons,
and the Employer Chairman, Raymond Beagle, addressed to a
Mr. Rodney G. Lochmiller, Ringsby System, 3201 Ringsby Court,
Denver, Colorado, 80216, and to a Mr. Alex Leishman, Secretary-
Treasurer of Teamsters Local Union 70, 70 Hegenberger Road,
Oakland, California, 94621.

The letter reads as follows:

"Gentlemen:

"This will advise that pursuant to the provisions of
Article 8, Section 3(b) of the current National

1 Master Freight Agreement, and in response to the
2 request of the Ringsby System, the undersigned
3 have appointed the following named subcommittee
4 to develop a record by collecting evidence and
5 hearing testimony on the sole question of parti-
6 cipation by Local Union 70 in an alleged unautho-
7 rized work stoppage in violation of the National
8 Master Freight Agreement, and the applicable
9 supplements thereto between the dates of June 8,
10 1970 and June 11, 1970.

11 "The Employer members are Charles Lawlor and
12 Gordon Kirby.

13 "The Union members are Roy Williams and George
14 King.

15 "This subcommittee will advise the parties
16 properly of the date, time and place of the
17 hearing.

18 "At such time and place a record and verbatim
19 transcript of the evidence shall be taken by the
20 authorized reporter and forwarded promptly by
21 the subcommittee to the National Grievance
22 Committee for consideration and determination."

23 It is signed by Frank E. Fitzsimmons, Union Chairman, and
24 Raymond Beagle, Employer Chairman.

25 By the authority of this letter to the members as
26 mentioned here, the meeting will come to order.

1 All the parties have been duly notified.

2 The Union is represented by Alex Leishman, Secretary-
3 Treasurer, and LeRoy Nunes, Business Agent, and the Company
4 is being represented by Rodney G. Lochmiller and he will have
5 to introduce the assistantsto him in this hearing.

6 MR. LOCHMILLER: James C. Egan, Director of Labor
7 Relations; Bob Holder, Terminal Manager, and Gary Ringsby,
8 Assistant Terminal Manager of Oakland.

9 Bob Holder is presently at San Jose and was Terminal
10 Manager of Oakland at the time of the incident.

11 CHAIRMAN WILLIAMS: All right. Since the Company is the
12 moving party, I would like to suggest that they put their
13 case on the record, and would also like to suggest that
14 rather than interrupting by the other party during the
15 presentation for the Employer, you make notes as to any
16 rebuttal that you might have or want to talk about, or based
17 on the presentation, and maybe we can expedite this hearing
18 and have a verbatim record as they are requesting.

19 Mr. Lochmiller?

20 MR. LOCHMILLER: First, Mr. Chairman, if I may, I wish
21 to read the letter that I forwarded to the Co-Secretaries
22 of the National Committee, under date of July 3rd, 1970,
23 registered certified mail, return receipt requested.

24 "Mr. Ray Beagle
25 Executive Secretary
26 Trucking Employers, Inc.

1 1420 N Street, N. W.
2 Washington, D. C. 20005

3 "Frank Fitzsimmons

4 General Vice President

5 International Brotherhood of Teamsters

6 25 Louisiana, N. W.

7 Washington, D. C. 20001

8 "Gentlemen:

9 "In accordance with Article 8, Section 3(b) of
10 the National Master Freight Agreement, we are
11 hereby requesting determination as to whether
12 or not the work stoppage at our Oakland, California,
13 terminal was an authorized or unauthorized work
14 stoppage between dates of June 8, 1970 and June 11,
15 1970.

16 "The critical facts set forth are as follows:

17 "1. Day shift reported to work at regular
18 time, 8:00 a.m., May 25th, 1970.

19 "2. Immediately after 8:00 a.m., May 25th,
20 1970, LeRoy Nunes, the Business Representa-
21 tive of Teamsters Local 70, contacted our
22 Terminal Manager - Mr. Robert Holder, demanding
23 a meeting to discuss our past bidding procedure,
24 and as to whether or not we were going to con-
25 tinue that procedure.

26 "3. A discussion developed at this time

1 between Local 70 and Business Representative
2 LeRoy Nunes, and Robert Holder, Terminal
3 Manager, as to the size of Committee from
4 Local 70.

5 "4. At 8:20 a.m., May 25th, 1970, on the
6 orders of LeRoy Nunes, Business Representative
7 of Local 70, all Local 70 employees of Ringsby
8 System in Oakland, California, stopped work
9 and proceeded to the street, adjacent to the
10 terminal.

11 "5. After our employees stopped work, our
12 management met with the representatives of
13 Local 70, and after two hours of discussion,
14 a temporary agreement was arrived at, and the
15 employees returned to work at 10:20 a.m.,
16 May 25th, 1970.

17 "6. The Company deducted the two hours from
18 the time cards occasioned by the work stoppage
19 on May 25, 1970, paying those employees
20 involved in the work stoppage, after work
21 time or six (6) hours.

22 "7. On the receipt of paychecks by the employees
23 involved for that pay period, protests were made
24 by job stewards and employees over the two-hour
25 deduction.

26 "8. They were told by management at that time,

1 if they felt they were not paid correctly, to
2 file a grievance in accordance with the terms
3 of the contract and the Company would abide by
4 any decision rendered by the Grievance Committee.

5 "9. Nothing further developed over the pay
6 claim until Monday, June 8th, 1970. On that
7 date, at approximately 5:00 p.m., our Company
8 management was contacted by Teamster Local 70,
9 Business Representative, LeRoy Nunes, who demanded
10 a commitment from the Company that we would pay
11 the two (2) hours which had been deducted from
12 the Local 70 employees' paychecks without
13 following the grievance procedure, or he would
14 shut the terminal down and keep it down until
15 such a time as the Company would agree to pay
16 the two (2) hours.

17 "10. The Company refused to comply with this
18 request and at 5:20 p.m., June 8th, 1970, LeRoy
19 Nunes, Business Representative for Teamsters
20 Local 70, pulled all employees off the job and
21 established a picket line.

22 "11. Immediately after employees walked off the
23 job at 5:20 p.m., June 8, 1970, Western Union
24 wires were sent to Teamsters Local 70, Inter-
25 national Brotherhood of Teamsters, Oakland,
26 California, and the Joint Western Conference of

1 International Brotherhood of Teamsters, San
2 Francisco, California, in accordance with
3 Article B, Section 3, Paragraph H of the
4 National Master Freight Agreement.

5 "No response was received from the Joint
6 Western Conference.

7 "12. The Company then retained an attorney
8 and petitioned for a restraining order to
9 remove Local 70 pickets, and allow us to
10 return to work. On Wednesday, June 10th,
11 1970, an agreement was reached by and between
12 attorneys for the Company and Teamster Local
13 70. Said agreement being to submit to
14 arbitration the issue of whether those employees
15 who participated in the two (2) hour work
16 stoppage at the Company's Oakland, California,
17 terminal facility on May 25th, 1970, are entitled
18 to pay for the time they were engaging in that
19 work stoppage. This agreement was signed by
20 attorneys for the Company and Teamster Local 70
21 on June 11, 1970, and the Local 70 employees
22 returning to work on their next regular shift
23 with the 5:00 p.m. crew on June 11, 1970, being
24 the first crew to return. Copy of stipulation
25 of arbitration is attached.

26 "If additional information and/or detail is required,

1 please do not hesitate to contact us.

2 Yours very truly,

3 RINGSBY TRUCK LINES, INC.

4 Rodney G. Lochmiller

5 Vice President

6 Operating Services."

7 I have a copy of the stipulation that was agreed to by
8 and between the attorneys of Local 70 and Ringsby Truck
9 Lines, which reads as follows:

10 "It is hereby stipulated by and between Ringsby Truck
11 Lines (hereafter called the Company) and the Inter-
12 national Brotherhood of Teamsters, Local Union No. 70
13 (hereafter called the Union), through their respective
14 attorneys as follows:

15 "1. The parties shall submit to arbitration
16 the issue of whether those employees who
17 participated in the two-hour work stoppage
18 at the Company's Oakland facility on May 25,
19 1970, are entitled to pay at their regular
20 hourly rate for the time that they were
21 engaging in that work stoppage.

22 "2. The Arbitrator who shall decide
23 the issue described in Paragraph 1 shall be
24 Sam Kagel, Esq.

25 "3. Neither the Company nor the Union waive
26 their respective positions with regard to the

1 applicability of the present National Freight
2 Agreement, the Joint Council 7 Supplemental
3 Agreement, or the Local 70 Pickup and Delivery
4 Supplemental Agreement to the Company, the
5 Union, and the Union's members who are employed
6 by the Company.

7 "4. The Union and its members shall immediately
8 cease its present strike activities against the
9 Company and shall not engage in any further
10 strike activities against the Company pending a
11 determination of the issue described in Paragraph
12 1, above.

13 At the bottom of the page it says "Ringsby Truck Lines,
14 Inc.," signed by "Wesley J. Fastiff, Littler, Mendelson & Fastiff,
15 and the International Brotherhood of Teamsters, Local Union
16 No. 70," by "Victor J. Van Bourg, Levy & Van Bourg."

17 At the time this happened, telegrams were sent to the
18 Western Conference of Teamsters, Verne Milton. At this point
19 in time I do not have a copy of that telegram. I did not know
20 about this until this weekend. It is in the mail. The mail
21 hasn't arrived to me yet from the office, but I will have a
22 copy of that available for the National Committee for their
23 perusal.

24 I have a copy of the telegram to Local 70 which states
25 as follows:

26 "Attention Secretary-Treasurer, 70 Hegenberger Road,

1 Oakland, California. Our Company experiencing
2 strike actions at our Local Terminal by Local
3 70 pickets. Arrived at 5:45 p.m. this date.
4 Picket sign 'Local 70 on Strike.' Is this
5 strike authorized? Repeat. Is this strike
6 authorized?

7 "Robert L. Holder, Ringsby Truck Lines."

8 We received a reply from Local 70 which reads as follows:

9 "Ringsby Truck Lines.

10 Attention Robert L. Holder

11 Ferry & Petroleum Streets

12 Oakland, California

13 "Reference your telegram of June 9th.

14 "The strike results from Company's refusal to
15 pay wages. Amount is not in dispute, but the
16 Company's refusing to make proper payment.

17 "Teamsters Local 70

18 James R. Muniz - President."

19 We did not receive a reply from the Western Conference
20 of Teamsters. We also at the same time -- and these are in
21 the mail to me again from Denver, and I have not received
22 them.

23 Our Tank Division, which has some 15 tanks of sugar
24 and chocolate tied up in the yard, sent a wire to Local 70
25 requesting information as to why, and requested that they
26 be released, and that Local 70 would be held responsible for

1 all damages.

2 In reply to that, we received the following telegram:

3 "Arizona Pacific Tank Lines

4 Ferry & Petroleum Streets

5 Oakland, California

6 "In reply to your telegram, please be advised that
7 your attorneys stipulated that there would be no
8 damage actions and all matters would be submitted
9 to Sam Kagel by stipulations.

10 "Teamsters Local No. 70

11 James R. Muniz - President."

12 To which we replied as follows:

13 "Jimmie Muniz, President

14 Local Union 70

15 70 Hegenberger Road

16 "Report Delivery.

17 "Re your wire 6-11-70. We believe your wire is
18 in error. We have asked out attorney to investigate."

19 At the same time we had a firm by the name of Neilson &
20 Green, Investigators, who issued the following report:

21 "In the matter of Ringsby-Pacific, Ltd., heavy
22 hauling division, confidential report, surveillance
23 for pictures of pickets."

24 Then this first page reads as follows:

25 "MONDAY, JUNE 8, 1970."

26 "7:30 p.m.: At 2227 - 7th Street, Oakland, standing

1 immediately in front of the terminal entrance
2 were approximately twenty (20) pickets. They
3 shouted at the trucks entering, engaging some
4 of the drivers in conversation as the trucks
5 stopped at the entrance.

6 "The pickets were standing under an overpass and
7 were obscured by heavy rainfall. Lighting
8 conditions were very poor.

9 "Seventy (70) feet of black and white motion
10 picture film were taken. The film shows pickets
11 at the entrance of the terminal and conversing
12 with truck drivers as they drove up to the
13 terminal.

14 "Two 4 'x' 5 black and white prints of the five
15 best frames were made. Suitably annotated in
16 pencil they were hand-delivered to you, together
17 with the motion picture film on June 10, 1970."

18 "TUESDAY, JUNE 9, 1970"

19 "11:45 a.m.: A survey of the area around 2225 - 7th
20 Street, Oakland, disclosed ten to twelve men at a
21 small side road off 7th Street leading to the Ringsby-
22 Pacific Terminal.

23 "12:45 p.m.: Still pictures were taken of ten
24 pickets. Three began to run after the investigators'
25 car and pictures were taken of this activity.

26 Four pickets attempted to block any exit and then

1 followed a short distance.

2 "1:15 p.m.: Eight to nine pickets threw wood and
3 stones at the photographers. Additional pictures
4 were taken.

5 "2:25 p.m.: Six pickets were observed and
6 photographed. A yellow pickup truck attempted to
7 block the roadway.

8 "Eighteen pictures were taken. Two 8" x 10" black
9 and white prints of each of these pictures, suitably
10 annotated in pencil were delivered to you by hand
11 on June 10, 1970."

12 We have the pictures which show the signs, "Ringsby
13 on Strike" and at this time I would like to call on Mr. Robert
14 Holder, who was the Terminal Manager at that time to verify
15 these pictures and to record his statement as to what took
16 place on that day.

17 MR. HOLDER: Reviewing the pictures that were taken on
18 the days in question, they show the Ringsby Employees, and
19 I would like to mention the names of those that are clearly
20 visible, and possibly they should be numbered, Mr. Chairman,
21 for use later or not.

22 CHAIRMAN WILLIAMS: I don't think that would be
23 necessary. If you know them, I think you should give the
24 names and so forth.

25 I don't think we need to identify them as such.

26 MR. HOLDER: In reviewing the first pictures, they are

1 of Bill Horton, H-o-r-t-o-n, Ray Duarte, Ed Springer and
2 Jerry Dodge.

3 Reviewing another picture we find Gene Drauclick, Ron
4 Hoffman, and George Johnson.

5 Reviewing another picture, we find Fred Luque.

6 Reviewing another picture, we find Bud Prat,
7 Ed Springer, Jerry Dodge and Ray Duarte.

8 Reviewing another picture, we find Bud Prat, Fred Luque
9 and Mr. Bergenholtz.

10 Reviewing another picture, we find Jerry Dodge, Bill
11 Horton, Sal Diaz, and Mr. Luna.

12 MR. LOCHMILLER: Mr. Holder, were these employees of
13 Ringsby Truck Lines at the time?

14 MR. HOLDER: Yes, all were employees.

15 Well, the facts of the letter that Mr. Lochmiller read
16 are an accurate account of the circumstances that did occur
17 during those days in question.

18 MR. LOCHMILLER: Did you give a statement, Mr. Holder,
19 for the perusal of our attorneys in filing for the action to
20 relieve the pickets?

21 MR. HOLDER: Yes. I did.

22 MR. LOCHMILLER: Are they basically the same as was read?

23 MR. HOLDER: Yes. The information is practically
24 identical.

25 MR. LOCHMILLER: At this time, I would like to call on
26 Mr. Gary Ringsby, Assistant Terminal Manager, who was present

1 at the time of this action. Mr. Ringsby, were you at the
2 terminal, at our terminal, in Oakland, California, at the
3 time this happened?

4 MR. RINGSBY: Yes. I was. I was present at the meetings
5 with Bob Holder and LeRoy Nunes, previous to the -- well,
6 that resulted in the first work stoppage, and also the
7 meetings that resulted in the strike.

8 Everything that I have heard so far is pretty accurate,
9 I believe. It is accurate.

10 When we were discussing Mr. Nunes--would you like to
11 get into detail on the conversation?

12 MR. LOCHMILLER: Well, to the fact of verifying the
13 statements.

14 MR. RINGSBY: I do verify that these are the facts.

15 MR. LOCHMILLER: Did you issue a statement to our
16 attorneys for the perusal of their action?

17 MR. RINGSBY: Yes. I did.

18 MR. LOCHMILLER: Are the facts the same as has been
19 presented?

20 MR. RINGSBY: Yes.

21 MR. LOCHMILLER: With that, Mr. Chairman, is our case,
22 for the present.

23 We will rest with the right to rebut, if we may.

24 CHAIRMAN WILLIAMS: Who is going to talk now for the
25 Union?

26 LeRoy Nunes?

1 MR. NUNES: Yes.

2 CHAIRMAN WILLIAMS: Let the record show that the Company,
3 for the present time, has completed their presentation as to
4 what happened, in their opinion, at the scene, and with the
5 right to rebut after the Union presents their case.

6 MR. NUNES: For the record, I would have to make this
7 statement that it is on short notice, since I received this
8 letter two days ago, Monday, and we are not quite as
9 prepared as the Employer is.

10 I will state what happened on May 25th, and what led
11 to the alleged strike.

12 The Employer, Ringsby System, has had a bid system
13 in their terminal and I have the records here going back to
14 1966, as for any type of bid, route bid, heavy duty, hostlers,
15 dock men, swing shift, graveyard, night hostler, day hostler.
16 The bid sheets will bear this out.

17 I sat with the Employer a week prior to the two hours
18 that are in question and I have here in the Employer's own
19 handwriting how the bid system was to work.

20 I have the promise of the Employer that the bids would
21 be posted.

22 A week later, I was notified by the Stewards of the Terminal
23 that the Employer had refused to put up the bids.

24 I made a personal trip to Ringsby System and talked to
25 Mr. Bob Holder and Gary Ringsby.

26 At the beginning of the meeting, there were three

1 stewards, Bud Prat, Ray Duarte and Ed Springer. When we
2 approached the Company to have the meeting, Mr. Holder made
3 the statement, "That I will not sit with these men, and
4 he pointed to the three stewards."

5 I, in turn, told Mr. Holder that under the agreement,
6 and they were the stewards of the terminal, he had to sit
7 with them and myself.

8 With his refusal, he was told that we will be waiting,
9 "You come out and get us when you are ready to sit down and
10 talk.

11 With that, the men in the terminal proceeded out to the
12 parking lot, but never left the premises of Ringsby.

13 Mr. Holder and Mr. Ringsby, Gary Ringsby, Jr., came to
14 the parking lot and said, "Let's go inside and get it settled."

15 We proceeded back into the terminal and he did sit
16 with myself and the stewards.

17 We went over the entire bid system and half way through
18 the bid system; the men were in the coffee room--bearing in
19 mind that some of the employees had already left the
20 terminal for assigned duties.

21 When we got to about the middle of the discussion, Mr.
22 Holder said, "What about the men going back to work?"

23 I said, "There's no problem." I went down to the coffee
24 room and told the men, "Go back to work until we get this
25 thing straightened out." The men at that point said we have
26 been bullshitted long enough. We get promises and promises

1 and promises that they are going to do this and do that and
2 it is never done and we have to get ahold of you and have you
3 down here. Even when you are here, after you leave, the
4 Employer doesn't carry through what he has agreed to do."

5 So they said, "We will sit here until you finish
6 upstairs." I went back upstairs and told Mr. Holder that
7 the men felt that this was his error.

8 They tried to do it the right way and he had absolutely
9 refused. With this, we sat down and did go through the bid
10 system, which I have the document here, and in Mr. Holder's
11 own handwriting, the bids that he agreed to put up a week
12 or two weeks prior were finally agreed to, and they were
13 posted, and I have them here after they were posted and sent
14 to the Union.

15 That was the end of it for that discussion.

16 Then I received a telephone call from the men that their
17 pay checks that week -- in other words, they have a hold back.
18 With respect to their following check, the Company had
19 deducted two hours pay from each man on that day shift.

20 With that, I went back to the terminal again, talked
21 to Mr. Holder, and I told him that even under the State Law
22 he could not deduct the wages from the men, as this was money
23 already earned a week prior and that we would not work until
24 the men had received their two hour's pay.

25 At that point, Mr. Holder said, "Well, take it to
26 grievance."

1 I told Mr. Holder, "You pay the two hours and you take
2 it to grievance if you feel that you shouldn't have to pay
3 the two hours."

4 With that refusal, we did go outside.

5 I would like to state this also for the record. The
6 pictures that were shown by the investigators hired by the
7 Company -- and I had a chance to view these pictures while
8 they were being held by Mr. Holder -- although he mentions
9 the employees of the Company on strike, no where in those
10 pictures does it show any of our people holding picket signs
11 or walking holding picket signs, nor does it from the reports
12 of the investigators say, "Throwing stones or sticks."

13 As to the telegrams that were sent to the Company, they
14 do bear the name, "The President of our Local Union", and they
15 have also been in touch with our lawyers and some of the
16 inner problems with the telegrams I wasn't aware of.

17 However, as far as the Union position, we feel that we
18 were right in our position as many times in the past and we
19 can also bear this out.

20 We have had meetings for a half hour to an hour and
21 the men were never deducted pay.

22 I think that Mr. Holder, if this was asked by this
23 panel, would bear this out.

24 I have no witnesses here, but I can receive statements
25 from 125 men who are employed at the terminal. The Employer
26 stated at the opening that Mr. Holder and I had a discussion

1 on the size of the meeting, and there was no discussion at
2 all as to the size of the meeting.

3 Mr. Holder, flat out, said, "I will not meet with those
4 people. I will meet with you, but not the stewards."

5 Under the provisions of the contract, the stewards have
6 a right to be present to investigate with the agent any
7 grievances or working conditions at the terminal.

8 This has always been in the past, and I don't feel that
9 he had a right at that time to deny us that meeting.

10 With respect to the two hours, I don't believe that it
11 was two hours. It could have been two hours. It could have
12 been only an hour or an hour and a half. Where did he have
13 a right to deduct a flat two hours and also deduct pay from
14 people who were not at the terminal? This is part of our
15 argument.

16 CHAIRMAN WILLIAMS: Let me ask one question.

17 Did I understand you that they had a holdback on their
18 wages of one day, two days, a week, or whatever it happens
19 to be?

20 MR. NUNES: They have a one-week holdback.

21 CHAIRMAN WILLIAMS: What day of the week did this take
22 place?

23 MR. NUNES: You have to get that date from the Employer.

24 MR. LOCHMILLER: The date of the strike action, Mr.
25 Chairman?

26 CHAIRMAN WILLIAMS: The date of the alleged strike action

1 that had taken place?

2 MR. LOCHMILLER: It took place on June 8th, which was
3 a Monday. Payday was on the prior Friday --

4 CHAIRMAN WILLIAMS: Not prior Friday. The next Friday
5 after the Monday was another pay date. Is that right?

6 MR. LOCHMILLER: That is correct, but the payday that
7 was alleged was the prior Friday, on which the men received
8 their pay checks, I believe June 7th. I will ask Mr. Holder,
9 at that time were you not threatened with walkout action on
10 that particular Friday when the men received their pay checks?

11 MR. HOLDER: Yes. There was an awful lot of conversation
12 with regard to the two hours that had been taken out of the
13 pay checks.

14 MR. LOCHMILLER: But no action was taken until Monday,
15 June 8th?

16 MR. HOLDER: Yes.

17 CHAIRMAN WILLIAMS: What day of the week was the two
18 hours that the Company is claiming that the men wouldn't work
19 during the meeting. Was it on a Monday?

20 MR. HOLDER: Yes.

21 CHAIRMAN WILLIAMS: And the payday for that Monday would
22 have been when?

23 MR. HOLDER: The second Thursday after that Monday.

24 CHAIRMAN WILLIAMS: Do I understand that the prior Friday,
25 the check that they received for that Friday or Thursday,
26 whenever your payday is, was the two hours deducted out of

1 that or the week that actually the alleged stoppage of
2 work occurred?

3 MR. HOLDER: The two hours was deducted from the week
4 pay period of the alleged two-hour work stoppage.

5 CHAIRMAN WILLIAMS: Which would have been two weeks
6 later than the Monday you are talking about. Is that right?

7 MR. HOLDER: Yes.

8 CHAIRMAN WILLIAMS: Okay. That answers my question.

9 MR. NUNES: Under the State Law of California, the
10 Employer is not to alter an employee's time card in any way,
11 shape or form, unless actually visualized by the employee.

12 At no time during our discussions or our meetings did
13 the Company say they were going to deduct the pay for these
14 men. This is the argument. It is not as much the bidding
15 as it is the two hours.

16 I feel that the Employer had no right. That is just
17 about our case.

18 CHAIRMAN WILLIAMS: Let's hear from the Company.

19 MR. LOCHMILLER: Mr. Egan?

20 MR. EGAN: I would just like to question Mr. Nunes
21 on the Company's right to change a time card.

22 We say we know what the contract says, that we think
23 we do have the right to change a time card if we don't think
24 it is correct, and the contract is very clear as to how this
25 is to be done.

26 CHAIRMAN WILLIAMS: Off the record.

1 (Discussion off the record.)

2 CHAIRMAN WILLIAMS: Back on the record.

3 MR. NUNES: I don't know if that is a statement or is
4 it a question or do you want an answer from me, Mr. Egan?

5 CHAIRMAN WILLIAMS: Just to clear this up, as I
6 understood, Egan's question was that he understands the
7 contract and he understands the State law. He says that
8 in their opinion they do have a right, under the contract,
9 and the State law, to deduct these wages or whatever you
10 want to call it. I think that is what his statement was to
11 you, Roy.

12 MR. EGAN: That's right, to correct the time card,
13 if we don't think it is right.

14 MR. NUNES: Should I answer.

15 CHAIRMAN WILLIAMS: If you feel an answer is warranted,
16 yes.

17 However, we are not holding this hearing to debate the
18 legality of a State law in the State of California.

19 We are holding this hearing as called for under the
20 contract, to get the facts of the particular issue, and not
21 to discuss the legality of a State law.

22 MR. KIRBY: I concur in that, Mr. Chairman.

23 MR. NUNES: To go on with this, I could add, with
24 respect to the pictures that were also shown, the parking
25 lot is right adjacent to the entrance of the Ringsby System,
26 and these men could very well have been walking to their cars

1 or walking away from their cars, is all I can say there,
2 The pictures show absolutely nothing.

3 As to Mr. Egan's question, I do believe it is a State
4 law, and the State law does supercede in the agreement the
5 law of the land. It does state that a man can alter a man's
6 time card without him being present.

7 CHAIRMAN WILLIAMS: As the Chairman, we agree to abide
8 by all State and Federal laws, and that would have to be
9 debated and settled in a different hearing than what this one
10 is called for.

11 The Company?

12 MR. LOCHMILLER: Mr. Chairman, I believe we have presented
13 the facts as we have them. It was a work stoppage. We have
14 the facts to show that it was an unauthorized work stoppage,
15 so we received no replies to our telegrams to the Western
16 Conference and/or the General Vice President of the Inter-
17 national in Washington, D. C.

18 We have the material for this Committee, or for the
19 National Committee, as well as the pictures.

20 Unless there are some questions by the Committee, why,
21 I believe we have presented all of our facts.

22 CHAIRMAN WILLIAMS: Does anybody from the Employer's
23 side -- on this Committee -- wish to ask him any question?

24 MR. KIRBY: I would like to ask Roy Nunes a question.
25 Was there any reason why I might have missed in your
26 Employee Statement, or maybe you didn't mention it, was there

1 any reason for the type of action that you took?

2 In other words, why did you not go through the grievance
3 machinery of the contract and take the steps as outlined?

4 MR. NUNES: I believe I stated earlier, we afforded the
5 Employer the same opportunity.

6 The Employer had reached an agreement with the Local
7 Union, and never again, and I repeat, have they deducted
8 any money from any employees for any meetings, meetings up
9 to an hour or any longer, and take away monies earned by
10 the employees.

11 MR. LAWLOR: You stated that when you tried to get the
12 men to return to work on the 25th that they made a comment
13 to you that they tried to do it the right way but Mr.
14 Holder refused. What did you mean by that? What did they
15 try to do the right way?

16 MR. NUNES: They had prior meetings with management and
17 management would sit down and agree to do it one way, and
18 either after the stewards were out or I had left the terminal,
19 they were never taken care of.

20 This happened time after time after time and it just
21 built up.

22 The men just felt they would sit there until it was
23 settled. This was one way of getting the argument settled
24 when we were there.

25 MR. KIRBY: Did you ever file grievances on those matters
26 that you just mentioned?

1 MR. KING: I object to cross-examining the Union or
2 cross-examining the Company.

3 I think this panel is instructed to hear the facts
4 of what the Company thought that pertained, and the Union
5 the same way, not to cross-examine.

6 This tribunal doesn't have the right to decide whether
7 one can hear a grievance or not.

8 CHAIRMAN WILLIAMS: Yes. This group is just selected
9 here to gather the evidence so that it can be turned over
10 to the National Negotiating Committee.

11 I think that if the parties have presented all of their
12 evidence, and they agree that they have presented their
13 evidence, then I see no reason to continue this hearing.

14 Has the Company presented their side of the argument
15 so far as you are concerned?

16 MR. LOCHMILLER: Mr. Egan, do you have anything that
17 you wish to add to this case?

18 MR. EGAN: Can we go off the record for a minute?

19 CHAIRMAN WILLIAMS: Sure. Off the record.

20 (Discussion off the record.)

21 CHAIRMAN WILLIAMS: Back on the record.

22 It being understood that both parties have submitted
23 their evidence, with the understanding that the Committee
24 will stipulate that the pictures mentioned in the Company's
25 presentation, we have viewed. The Committee has looked at
26 the pictures. Also, the Union, in their presentation of

1 their case, has copies of past procedure on bidding which
2 the Company does not contest that that was a past practice.

3 I think that both parties have concluded their
4 presentation and this meeting should be adjourned.

5 The Western Conference should get two copies of this,
6 and I presume that both parties want a copy of this
7 transcript.

8 Would that be a true statement?

9 MR. LOCHMILLER: That is correct, Mr. Chairman, on the
10 part of the Company.

11 CHAIRMAN WILLIAMS: And in submitting the transcripts
12 to the Western Conference, they will be instructed to
13 forward a copy of this to the National Grievance Committee.

14 With that, gentlemen, I would like to thank you, and
15 the meeting is adjourned.

16 (Whereupon the meeting was adjourned at the hour
17 of 10:45 o'clock a.m.)

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